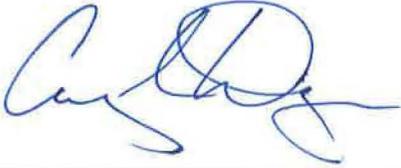




GRANT AMENDMENT

Agency Tracking # 31865-00348	Edison ID 32188	Contract #	Amendment # 03		
Contractor Legal Entity Name Memphis Center for Independent Living			Edison Vendor ID 0000093700		
Amendment Purpose & Effect(s) Updates Scope, Extends Term, Increases Maximum Liability, and Adds Grant Budget for FY 2017					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 119,344.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013		\$125,944.00			\$125,944.00
2014		\$119,344.00			\$119,344.00
2015		\$119,344.00			\$119,344.00
2016		\$119,344.00			\$119,344.00
2017		\$119,344.00			\$119,344.00
TOTAL:		\$603,320.00			\$603,320.00
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) TN00000279		Account Code (optional) 71304000			



**AMENDMENT #3
GRANT CONTRACT 32188
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
MEMPHIS CENTER FOR INDEPENDENT LIVING**

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 Memphis Center for Independent Living, 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.3.d. is deleted in its entirety and replaced with the following:

A.3.d. Conducting trainings one-on-one in person or by phone, or in person in small group settings as deemed appropriate.
2. Grant Contract Sections A.9.a. and A.9.c. are deleted in their entirety and replaced with the following and a new Section A.9.d is added as follows:

A.9.a. One (1) face-to-face meeting or social interaction at least once per month, at home or in the community, if providing in-person mentorship;

A.9.c. One (1) at home visit that may be substituted with a phone call for telephonic mentorship within the first month of transition and one (1) visit or call four months post-transition if needed.

A.9.d. The Grantee shall provide follow-up support to individuals who transition to the community for a period up to six (6) months after the date of the individual's transition to the community. After six (6) months, the Grantee shall only provide follow-up support to the individual after submitting a request for extension and receiving approval by TennCare as prescribed by TennCare protocol.
3. Grant Contract Section A.19 is deleted in its entirety and replaced with the following:

A.19. The Grantee's trainers shall conduct a home visit, or phone call for telephonic mentorship, with each individual who transitions to the community within one (1) calendar week of that individual's transition.
4. Grant Contract Section B.1 is deleted in its entirety and replaced with the following:

B.1. This Grant Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2017. 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.
5. 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 Six Hundred Three Thousand Three Hundred Twenty Dollars



(\$603,320.00.00). The Grant Budgets, attached and incorporated hereto as Attachment B, Attachment B.1, Attachment B.2, Attachment B.3, and Attachment B.4 constitutes the maximum amount due the Grantee for all services 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.

- 6. Grant Contract Attachment B.4, Grant Budget for the period July 1, 2016 - June 30, 2017, attached hereto is added as a new attachment.

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,

MEMPHIS CENTER FOR INDEPENDENT LIVING:

Diane T. (Sandi) Klink 4/6/16
GRANTEE SIGNATURE **DATE**

Diane T. (Sandi) Klink, 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 4/7/16
Larry B. Martin, Commissioner **DATE**



**ATTACHMENT B.3
2016-2017 GRANT BUDGET**

MEMPHIS CENTER FOR INDEPENDENT LIVING				
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	20000.00	\$0.00	
2	Benefits & Taxes	\$7125.00	\$0.00	
4, 16	Professional Fee/ Grant & Award ²	\$35000.00	\$0.00	
5	Supplies	\$7105.00	\$0.00	
6	Telephone	\$1250.00	\$0.00	
7	Postage & Shipping	\$800.00	\$0.00	
8	Occupancy	\$6000.00	\$0.00	
9	Equipment Rental & Maintenance	0	\$0.00	
10	Printing & Publications	\$2500.00	\$0.00	
11, 12	Travel/ Conferences & Meetings	\$25000.00	\$0.00	
13	Interest ²	0	\$0.00	
14	Insurance	0	\$0.00	
16	Specific Assistance to Individuals	0	\$0.00	
17	Depreciation ²	0	\$0.00	
18	Other Non-Personnel ²	0	\$0.00	
20	Capital Purchase ²	0	\$0.00	
22	Indirect Cost	14564.00	\$0.00	
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$119,344.0	\$0.00	\$119,344.0

0

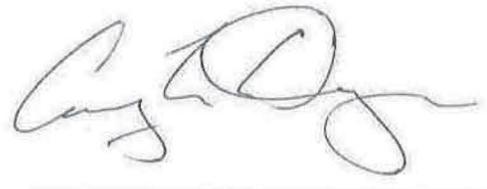
¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.



GRANT AMENDMENT



Agency Tracking # 31865-00348	Edison ID 32188	Contract # GG-13-39640	Amendment # 02		
Contractor Legal Entity Name Memphis Center for Independent Living			Edison Vendor ID 0000093700		
Amendment Purpose & Effect(s) Extends Term, Increases Maximum Liability, Adds Incorporation of Federal Award Worksheet Clause and Attachment, and Adds Grant Budget for FY 2016					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2016			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 119,344.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013		\$125,944.00			\$125,944.00
2014		\$119,344.00			\$119,344.00
2015		\$119,344.00			\$119,344.00
2016		\$119,344.00			\$119,344.00
TOTAL:		\$483,976.00			\$483,976.00
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) TN00000279		Account Code (optional) 71304000			



**AMENDMENT #2 OF GRANT CONTRACT 32188
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
MEMPHIS CENTER FOR INDEPENDENT LIVING**

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 Memphis Center for Independent Living, 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 is new Grant Contract Section A.23:
 - A.23. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment C, is incorporated in this Grant Contract.

2. Grant Contract Section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective for the period beginning July 1, 2012, 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.

3. 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 Hundred Sixty-Four Thousand Six Hundred Thirty-Two Dollars (\$483,976.00). The Grant Budgets, attached and incorporated hereto as Attachment B, Attachment B.1, Attachment B.2, and B.3 constitutes the maximum amount due the Grantee for all services 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.

4. Grant Contract Attachment B.3, Grant Budget for the period July 1, 2015 - June 30, 2016, attached hereto is added as a new attachment.

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,

MEMPHIS CENTER FOR INDEPENDENT LIVING:



Deborah Cunningham 4-25-15
GRANTEE SIGNATURE DATE

Deborah Cunningham, 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 4/28/2015
Larry B. Martin, Commissioner DATE



**ATTACHMENT B.3
2015-2016 GRANT BUDGET**

MEMPHIS CENTER FOR INDEPENDENT LIVING				
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	\$20,307.00	\$0.00	\$20,307.00
2	Benefits & Taxes	\$8,288.00	\$0.00	\$8,288.00
4, 15	Professional Fee/ Grant & Award ²	\$35,000.00	\$0.00	\$35,000.00
5	Supplies	\$4,235.00	\$0.00	\$4,235.00
6	Telephone	\$4,200.00	\$0.00	\$4,200.00
7	Postage & Shipping	\$750.00	\$0.00	\$750.00
8	Occupancy	\$5,800.00	\$0.00	\$5,800.00
9	Equipment Rental & Maintenance	0	\$0.00	0
10	Printing & Publications	\$1,200.00	\$0.00	\$1,200.00
11, 12	Travel/ Conferences & Meetings	\$25,000.00	\$0.00	\$25,000.00
13	Interest ²	0	\$0.00	0
14	Insurance	0	\$0.00	0
16	Specific Assistance to Individuals	0	\$0.00	0
17	Depreciation ²	0	\$0.00	0
18	Other Non-Personnel ²	0	\$0.00	0
20	Capital Purchase ²	0	\$0.00	0
22	Indirect Cost	\$14,564.00	\$0.00	\$14,564.00
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$119,344.0	\$0.00	\$119,344.0

0

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.



A1

GRANT BUDGET LINE-ITEM DETAIL

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
10 mentors with active pre-transitions (\$200x10x12)	24000.00
8 mentors with active post transitions (\$100x8x12)	9600.00
Contracted trainer -2 days of training/year	400.00
Various short term referrals	1000.00
TOTAL	\$35,000.00



ATTACHMENT C

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Memphis Center for Independent Living
Subrecipient's DUNS number	150493674
Federal Award Identification Number (FAIN)	1LICMS330829.
Federal award date	February 1, 2012
CFDA number and name	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2012
Grant contract's end date	June 30, 2016
Amount of federal funds obligated by this grant contract	\$483,976.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$53,380,765
Name of federal awarding agency	Department of Health and Human Services
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)	N/A



GRANT AMENDMENT

Agency Tracking # 31865-00348	Edison ID 32188	Contract # GG-13-39640	Amendment # 01		
Contractor Legal Entity Name Memphis Center for Independent Living			Edison Vendor ID 0000093700		
Amendment Purpose & Effect(s) Updates Scope					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2015			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013		\$125,944.00			\$125,944.00
2014		\$119,344.00			\$119,344.00
2015		\$119,344.00			\$119,344.00
TOTAL:		\$364,632.00			\$364,632.00
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) TN00000279		Account Code (optional) 71304000			



**AMENDMENT #1
OF GRANT CONTRACT 32188
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
MEMPHIS CENTER FOR INDEPENDENT LIVING**

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 Memphis Center for Independent Living, 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.3. is deleted in its entirety and replaced with the following:
 - A.3. The Grantee shall create a network of "peer-to-peer trainers", as that term is defined in Attachment A hereto. This network will be comprised of trainers who are individuals with disabilities who have developed the skills necessary to transition out of, or avoid placement in, a nursing facility. At a minimum, functions of the peer-to-peer network shall be administered in accordance with this Grant Contract and include:
 - a. Developing a network of peer-to-peer trainers, in phases, beginning with west Tennessee and expanding to other areas of the state, as approved by TennCare;
 - b. Receiving, from TennCare-contracted managed care organizations in the manner specified by TennCare, referrals of individuals who (1) desire to transition from nursing facilities into the community, (2) need training in some aspect(s) of independent community-based living, and (3) live in the approved service area;
 - c. Meeting with referred individuals at nursing facilities and assessing their training needs;
 - d. Conducting trainings one on one or in small group settings as deemed appropriate;
 - e. Conducting independent living skills training with referred individuals, using the training modules created by the Grantee;
 - f. Ensuring the option of Consumer Direction and the responsibilities of Consumer Direction are understood by each individual;
 - g. Providing support post-transition to trained individuals; and
 - h. Documenting in a manner agreed upon by TennCare and the Grantee, conducted trainings, and completed trainings.
2. Grant Contract section A.4. is deleted in its entirety and replaced with the following:
 - A.4. The Grantee shall submit for written approval prior to training program implementation, in the manner specified by TennCare, all training module curricula as well as "Practical Application" modules.
3. Grant Contract section A.5. is deleted in its entirety and replaced with the following:



- A.5 The Grantee will administer "Practical Application" segments of each training module to ensure the Member's comprehension of training materials.
- 4. Grant Contract section A.6. is deleted in its entirety and replaced with the following:
 - A.6. [INTENTIONALLY LEFT BLANK]
- 5. Grant Contract section A.8. is deleted in its entirety and replaced with the following:
 - A.8. The Grantee shall provide peer-to-peer training-related functions to all individuals who are referred by TennCare-contracted managed care organizations and reside in the approved service area.
- 6. Grant Contract section A.9. is deleted in its entirety and replaced with the following:
 - A.9. The Grantee shall provide follow-up support to individuals who complete the peer-to-peer training and subsequently transition to the community. The follow-up support shall include, at a minimum:
 - a. One face-to-face meeting or social interaction at least once per month, at home or in the community;
 - b. A phone or email contact at least once per week, or as prescribed by the transitioned individual; and
 - c. One at home visit within the first month of transition and again during month four post transition (If needed).
- 7. Grant Contract section A.11. is deleted in its entirety and replaced with the following:
 - A.11. The Grantee shall maintain a record of all referred individuals, which will be submitted to TennCare quarterly, and may be made available to TennCare upon request. This record shall include, at a minimum:
 - a. The name and address of the nursing facility;
 - b. List of training modules administered and the dates on which each training occurred;
 - c. Which practical applications were administered along with the date it occurred; and
 - d. Weekly contact forms, incident reports, program evaluation forms or additional documentation as prescribed by TennCare.
- 8. Grant Contract section A.14. is deleted in its entirety and replaced with the following:
 - A.14. The Grantee's trainer or other designee shall make contact with each referred individual to inform referred individual of trainer's name and contact information within two (2) business days of referral.
- 9. Grant Contract section A.18. is deleted in its entirety and replaced with the following:
 - A.18. [INTENTIONALLY LEFT BLANK]
- 10. Grant Contract section A.20. is deleted in its entirety and replaced with the following:



A.20. The Grantee's trainers shall conduct a second home visit with each individual again during month four of the mentor relationship if appropriate for the transitioned individual.

11. Grant Contract section A.22.a. is deleted in its entirety and replaced with the following:

A.22. a. Deliverable Submission Date Requirements:

Monthly	No later than the 15th 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

12. Grant Contract Attachment A is deleted in its entirety and replaced with the new Revised Attachment A attached hereto.

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 September 15, 2014. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MEMPHIS CENTER FOR INDEPENDENT LIVING:

Deborah Cunningham

9-3-2014

GRANTEE SIGNATURE

DATE

Deborah Cunningham, 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 /cs

Larry B. Martin, Commissioner

9/5/2014

DATE



REVISED ATTACHMENT A

DEFINITIONS

1. **Business Day** – Monday through Friday, except for State of Tennessee holidays
2. **Corrective Action Plan** – a document created by the Grantee, at the request of TennCare, which delineates the steps to be taken by the Grantee in order to return to compliance with the requirements of this contract
3. **Deliverables** – items, program materials and or documents due to TennCare within specified timeframe. Deliverables, as pertains to this contract include but are not limited to:
 - a) Training module curricula
 - b) Training module-related materials
 - c) Tests corresponding to training modules
 - d) Test scoring methodology
 - e) Post-transition questionnaire
 - f) Grant-related outreach materials
 - g) Required reports
 - h) Monthly invoice
4. **Independent Living Skills** – skills or tasks that are necessary to live safely and successfully in a community setting
5. **Independent Living Skills Training**– a lesson, developed by the Grantee and approved by TennCare, that teaches one or more independent living skill(s), (i.e., budgeting, managing employees, etc.)
6. **Managed Care Organization (MCO)** – a Health Maintenance Organization (HMO) that participates in the TennCare program
7. **Peer-to-Peer Trainer** - For the purposes of this Grant Contract, an individual peer mentor employed by the Memphis Center for Independent Living who has a physical disability, and has either (a) transitioned out of a nursing home to live independently in the community or (b) developed sufficient independent living skills to avoid nursing facility placement.
8. **Practical Application** - a follow-up segment of each training module which is administered by the peer mentor to ensure comprehension of each relevant training module
9. **Quality Assurance/Improvement Monitoring** – examination by TennCare of the Grantee's processes, records, and/or activities, with the purpose of determining the Grantee's compliance with the requirements set forth in this Grant Contract

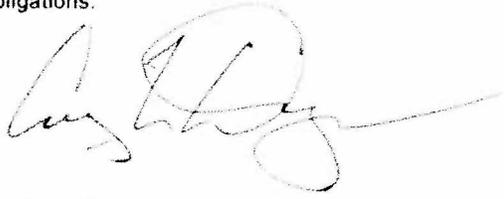


10.. **Referred Individual** – a nursing facility resident who is enrolled in a TennCare-contracted managed care plan and is referred to the Grantee to receive training, as outlined in this Grant Contract



GRANT CONTRACT

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

Begin Date July 1, 2012	End Date June 30, 2015	Agency Tracking # 31865-00348	Edison ID 32188		
Contractor Legal Entity Name Memphis Center for Independent Living			Edison Vendor ID 0000093700		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 93.778 Dept of Health & Human Services/Title XIX			
Service Caption (one line only) Peer-to-Peer Independent Living Transition Training for TennCare Recipients					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013		\$125,944.00			\$125,944.00
2014		\$119,344.00			\$119,344.00
2015		\$119,344.00			\$119,344.00
TOTAL:		\$364,632.00			\$364,632.00
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. 			OCR USE - GG GG1339640		
Speed Chart (optional) TN00000279		Account Code (optional) 71304000			



**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
MEMPHIS CENTER FOR INDEPENDENT LIVING**

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 Memphis Center for Independent Living, hereinafter referred to as the "Grantee," is for the provision of peer-to-peer independent living training to TennCare recipients who are elderly or are adults age twenty-one (21) and older with a physical disability, who intend to transition out of a nursing facility and into the community as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 0000093700

WHEREAS, the Money Follows the Person Rebalancing Demonstration Grant aims to remove barriers to institution-to-community transitions in Tennessee; and

WHEREAS, the Memphis Center for Independent Living specializes in teaching community living skills to the elderly and individuals with disabilities; and

WHEREAS, all parties agree that this Grant Contract does not constitute delegation of any Medicaid policy and decision making authority by TennCare to the Grantee.

THEREFORE, the Grantee shall provide the following services and deliverables as delineated in this Grant Contract and as further defined in TennCare Rules, policies, procedures, work flow processes and protocols.

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. Applicable terms and definitions related 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 Rules, policies, procedures, work flow processes and protocols in a manner consistent with such approved documents.

Peer-to-Peer Transition Training

- A.3. The Grantee shall create a statewide network of "peer-to-peer trainers", as that term is defined in Attachment A hereto. This network will be comprised of trainers who are individuals with disabilities who have developed the skills necessary to transition out of, or avoid placement in, a nursing facility. At a minimum, functions of the peer-to-peer network shall be administered in accordance with this Grant Contract and include:
 - a. The network of peer to peer trainers in a county-based program that operates in each region of the state. The network will be developed in phases beginning with Carroll, Davidson, Fayette, Hamilton, Henry, Knox, Madison, Shelby, Tipton and Weakley counties;
 - b. Receiving, from TennCare-contracted managed care organizations in the manner specified by TennCare, referrals of individuals who (1) desire to transition from nursing facilities into the community, (2) need training in some aspect(s) of independent community-based living, and (3) live in any of the following counties: Carroll, Davidson, Fayette, Hamilton, Henry, Knox, Madison, Shelby, Tipton, and Weakley;
 - c. Meeting with referred individuals at nursing facilities and assessing their training needs;



- d. Conducting trainings one on one or in small group settings as deemed appropriate;
 - e. Conducting independent living skills training with referred individuals, using the training modules created by the Grantee;
 - f. Ensuring comprehension of training modules by administering pre-training and post-training tests;
 - g. Re-conducting trainings with individuals who do not pass the post-training test;
 - h. Ensuring the option of Consumer Direction and the responsibilities of Consumer Direction are understood by each individual;
 - i. Providing support post-transition to trained individuals; and
 - j. Documenting in a manner agreed upon by TennCare and the Grantee, conducted trainings, completed trainings, and results of tests.
- A.4. The Grantee shall submit for written approval prior to training program implementation, in the manner specified by TennCare, all training module curricula, tests corresponding to these modules, and an explanation of test scoring methodology.
- A.5. The Grantee may consider a training module completed when the referred individual has passed a post-training test on that module.
- A.6. If a referred individual does not pass the post-training test, a trainer shall train the individual again and administer an additional post-training test.
- A.7. The Grantee shall provide peer-to-peer training functions at no cost to all referred individuals and/or their families.
- A.8. The Grantee shall provide peer-to-peer training-related functions to all individuals who are referred by TennCare-contracted managed care organizations and reside in any of the following counties: Carroll, Davidson, Fayette, Hamilton, Henry, Knox, Madison, Shelby, Tipton, and Weakley.
- A.9. The Grantee shall provide follow-up support to individuals who complete the peer-to-peer training and subsequently transition to the community. The follow-up support shall include, at a minimum:
- a. A follow-up contact in the form of a phone call within one (1) week post-transition and each week thereafter, for twelve (12) consecutive weeks;
 - b. A follow-up contact in the form of a home visit within one (1) week post-transition;
 - c. A follow-up contact in the form of a home visit at least twelve (12) but no more than fourteen (14) weeks post-transition; and
 - d. During each follow-up contact, the Grantee's trainers shall ask questions from a post-transition questionnaire, developed by the Grantee, and provide guidance to the referred individual as needed.
- A.10. The Grantee shall submit for written approval prior to dissemination, in the manner specified by TennCare, all grant contract-related outreach materials developed by the Grantee, including but not limited to, brochures, fliers, tests, questionnaires, and training materials. TennCare shall review all outreach materials and provide written 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 shall not be utilized prior to receipt of written approval from TennCare.
- b. 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 twelve (12) point, unless otherwise approved in writing by TennCare; and
 - (3) Printed with the following assurance of non-discrimination:

No person on the grounds of disability, age, race, color, religion, beliefs, sex, or national origin, 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.
- c. 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.

Quality Requirements

- A.11. The Grantee shall maintain a record of all referred individuals, which will be submitted to TennCare quarterly, and may be made available to TennCare upon request. This record shall include, at a minimum:
 - a. The individual's name and social security number;
 - b. The name and address of the nursing facility;
 - c. List of training modules administered and the dates on which each training occurred; and
 - d. Pre-training and post-training test results and the dates on which the tests were administered.
- A.12. The Grantee shall cooperate fully with TennCare or other entity as may be contracted by TennCare to perform Quality Assurance and/or Quality Improvement monitoring of the Grantee.
- A.13. Based on the results of the monitoring activities, TennCare will issue a letter of findings and, if needed, will request a corrective action plan from the Grantee. If a corrective action plan is requested, the Grantee may not accept referrals for the peer-to-peer training program until TennCare has determined that the Grantee is able to return to compliance with the requirements of this Grant Contract.

Performance Standards

- A.14. The Grantee's trainer or other designee shall make contact with each referred individual to inform referred individual of trainer's name and contact information within three (3) business days of referral.
- A.15. The Grantee's trainers shall meet with each referred individual in person at his/her nursing facility, within ten (10) business days of referral.



- A.16. The Grantee shall notify the corresponding managed care organization within two (2) business days, in the manner specified by TennCare, of the training status of each referred individual who has successfully completed his/her training module(s).
- A.17. The Grantee's trainers shall contact by phone each referred individual who transitions to the community within one (1) calendar week of that individual's transition.
- A.18. After the initial phone contact, the Grantee's trainers shall contact each individual by phone once a week for twelve (12) consecutive weeks.
- A.19. The Grantee's trainers shall conduct a home visit with each referred individual who transitions to the community within one (1) calendar week of that individual's transition.
- A.20. The Grantee's trainers shall conduct a second home visit with each individual at least twelve (12) but no more than fourteen (14) calendar weeks after the individual transitions to the community.
- A.21. The Grantee shall request payment, as delineated in the Grant Budget (Attachment B), each month for expenses incurred and for training modules completed, in the method outlined in Section C.

Reporting and Deliverables

- A.22. 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. Quarterly, the Grantee shall submit the Quarterly Peer-to-Peer Training Report as described in Section A.11.
- c. 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) Summary of the Grantee's contact with a referred individual;
 - (2) Training progress of a referred individual, including but not limited to administered training modules, completed training modules, and test scores; and
 - (3) 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, 2012, and ending on June 30, 2015. 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 Three Hundred Sixty-Four Thousand Six Hundred Thirty-Two Dollars (\$364,632.00). The Grant Budgets, attached and incorporated hereto as Attachment B, Attachment B.1 and Attachment B.2 constitutes the maximum amount due the Grantee for all services 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:

Division of Health Care 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: Division of Health Care 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 one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit 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 appropriate 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 appropriate 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 the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- 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
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:

Deborah Cunningham, Executive Director
Memphis Center for Independent Living
1633 Madison Avenue
Memphis, TN 38104
EMAIL ADDRESS: deborah@mcil.org



(901) 726-6404 Phone

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 Protected Health Information (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.

- E.8. Disclosure of Protected Health Information. The Grantee shall report to the State any instances of unauthorized use or disclosure of confidential, protected health information that come to the attention of the Grantee. Any such report shall be made by the Grantee to State Privacy Officials immediately upon becoming aware of a potential or actual incident. The Grantee will use the Loss Worksheet located at http://www.tn.gov/tenncare/forms/phi_piiworksheet.pdf to quickly gather and organize information about the incident and securely forward a copy of the worksheet to State Privacy Officials. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.9. 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.10. 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.11. 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. The Grantee is required to store and make all such work papers and records available for review for the required periods of time set forth above in Section D.12.
- E.12. 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.13. 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 offense 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 (1) 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.14. 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.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/execomp.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. 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, the 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 for the administration of the TennCare program. Should the Grantee propose a redisclosure of said data, the Grantee must specify in writing to TennCare the data the Grantee 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 Grantee with access to SSA data and provide such lists to TennCare.
- 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 TennCare 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 the Grantee becomes aware of suspected or actual loss of PHI/PII, he or she must immediately contact TennCare **within 1 hour** to report the actual or suspected loss. The Grantee will use the Loss Worksheet located 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, TennCare will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Grantee 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 terminate this Contract, if TennCare, in its sole discretion, determines that the Grantee has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract.
- h. **Legal Authority** – Federal laws and regulations giving SSA the authority to disclose data to TennCare and TennCare's authority to collect, maintain, use and share data with Grantee is protected under federal law for specified purposes:



- (1) Sections 1137, 453, and 1106(b) of the Act (42 U.S.C. 1320b-7, 653, and 1306(b)) (income and eligibility verification data);
- (2) 26 U.S.C. 6103(l)(7) and (8) (tax return data);
- (3) Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. 401(x)(3)(B)(iv)) (prisoner data);
- (4) Section 205(r)(3) of the Act (42, U.S.C. 405(r)(3)) and Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, 7213(a)(2) (death data);
- (5) Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. 1612, 1622, 1631, and 1645) (quarters of coverage data);
- (6) Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3 (citizenship data); and
- (7) Routine use exception to the Privacy Act, 5 U.S.C. 552a(b)(3) (data necessary to administer other programs compatible with SSA programs).

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 Grantee must follow with regard to use, treatment, and safeguarding data.

i. Definitions

- (1) "SSA-supplied data" – information, such as an individual's social security number, supplied by the Social Security Administration to TennCare 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 CFR 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.17. Applicable Laws, Rules and Policies. The Grantee agrees to comply with all applicable federal and State laws, rules, regulations and executive orders, including, but not limited to, Constitutional provisions regarding due process and equal protection of the laws.



IN WITNESS WHEREOF,

MEMPHIS CENTER FOR INDEPENDENT LIVING:

Deborah Cunningham 5-23-2012
GRANTEE SIGNATURE DATE

Deborah Cunningham, 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. Emkes 5/23/2012
Mark A. Emkes, Commissioner DATE



ATTACHMENT A

DEFINITIONS

1. **Business day** – Monday through Friday, except for State of Tennessee holidays
2. **Corrective action plan** – a document created by the Grantee, at the request of TennCare, which delineates the steps to be taken by the Grantee in order to return to compliance with the requirements of this contract
3. **Deliverables** – items, program materials and or documents due to TennCare within specified timeframe. Deliverables, as pertains to this contract include but are not limited to:
 - a) Training module curricula
 - b) Training module-related materials
 - c) Tests corresponding to training modules
 - d) Test scoring methodology
 - e) Post-transition questionnaire
 - f) Grant-related outreach materials
 - g) Required reports
 - h) Monthly invoice
4. **Independent living skills** – skills or tasks that are necessary to live safely and successfully in a community setting
5. **Managed Care Organization (MCO)** – a Health Maintenance Organization (HMO) that participates in the TennCare program
6. **Peer-to-Peer Trainer** - For the purposes of this Grant Contract, an individual employed by the Memphis Center for Independent Living who has a physical disability, and has either (a) transitioned out of a nursing home to live independently in the community or (b) developed sufficient independent living skills to avoid nursing facility placement.
7. **Post-training test** – a test given to a referred individual after s/he is trained in an independent living skill to assess the individual's ability regarding the independent living skill that was taught.
8. **Pre-training test** – a test given to a referred individual before each training module which assesses the individual's ability regarding the independent living skill to be taught
9. **Quality assurance/improvement monitoring** – examination by TennCare of the Grantee's processes, records, and/or activities, with the purpose of determining the Grantee's compliance with the requirements set forth in this Grant Contract
10. **Referred individual** – a nursing facility resident who is enrolled in a TennCare-contracted managed care plan and is referred to the Grantee to receive training, as outlined in this Grant Contract.



11. **Training module** – a lesson, developed by the Grantee and approved by TennCare, that teaches one or more independent living skill(s), (i.e., budgeting, managing employees, etc.)



ATTACHMENT B
2012-2013 GRANT BUDGET
 (Grant Budget Page 1)

MEMPHIS CENTER FOR INDEPENDENT LIVING				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2012, and ending June 30, 2013.				
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	\$10,400.00	\$0.00	\$10,400.00
2	Benefits & Taxes	\$1,194.00	\$0.00	\$1,194.00
4, 15	Professional Fee/ Grant & Award ²	\$59,700.00	\$0.00	\$59,700.00
5	Supplies	\$7,500.00	\$0.00	\$7,500.00
6	Telephone	\$1,000.00	\$0.00	\$1,000.00
7	Postage & Shipping	\$1,750.00	\$0.00	\$1,750.00
8	Occupancy	\$5,000.00	\$0.00	\$5,000.00
9	Equipment Rental & Maintenance		\$0.00	
10	Printing & Publications	\$3,500.00	\$0.00	\$3,500.00
11, 12	Travel/ Conferences & Meetings	\$35,900.00	\$0.00	\$35,900.00
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		\$0.00	
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$125,944.00	\$0.00	\$125,944.00

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/irds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.



ATTACHMENT B
2012-2013 GRANT BUDGET

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Payment of \$50 per completed training module	Up to \$37,500
Payment of \$25 per home visit	Up to \$5,000
Payment of \$20 per month for completion of follow-up weekly phone calls	Up to \$6,000
One-time payment of \$1,600 for creation of training modules and tests	\$1,600
Project Management Consultant (Hourly wage of \$20)	Up to \$9,600
TOTAL	\$59,700.00



ATTACHMENT B.1
2013-2014 GRANT BUDGET
(Grant Budget Page 1)

MEMPHIS CENTER FOR INDEPENDENT LIVING				
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 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$10,400.00	\$0.00	\$10,400.00
2	Benefits & Taxes	\$1,194.00	\$0.00	\$1,194.00
4, 15	Professional Fee/ Grant & Award ²	\$58,100.00	\$0.00	\$58,100.00
5	Supplies	\$2,500.00	\$0.00	\$2,500.00
6	Telephone	\$1,000.00	\$0.00	\$1,000.00
7	Postage & Shipping	\$1,750.00	\$0.00	\$1,750.00
8	Occupancy	\$5,000.00	\$0.00	\$5,000.00
9	Equipment Rental & Maintenance		\$0.00	
10	Printing & Publications	\$3,500.00	\$0.00	\$3,500.00
11, 12	Travel/ Conferences & Meetings	\$35,900.00	\$0.00	\$35,900.00
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		\$0.00	
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$119,344.00	\$0.00	\$119,344.00

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.in.us/finance/irds/ocri/policy03.pdf).

² Applicable detail attached if line-item is funded.



ATTACHMENT B.1
2013-2014 GRANT BUDGET LINE-ITEM DETAIL

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Payment of \$50 per completed training module	Up to \$37,500
Payment of \$25 per home visit	Up to \$5,000
Payment of \$20 per month for completion of follow-up weekly phone calls	Up to \$6,000
Project Management Consultant (Hourly wage of \$20)	Up to \$9,600.00
TOTAL	\$58,100.00



**ATTACHMENT B.2
2014-2015 GRANT BUDGET**

MEMPHIS CENTER FOR INDEPENDENT LIVING				
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	\$10,400.00	\$0.00	\$10,400.00
2	Benefits & Taxes	\$1,194.00	\$0.00	\$1,194.00
4, 15	Professional Fee/ Grant & Award ²	\$58,100.00	\$0.00	\$58,100.00
5	Supplies	\$2,500.00	\$0.00	\$2,500.00
6	Telephone	\$1,000.00	\$0.00	\$1,000.00
7	Postage & Shipping	\$1,750.00	\$0.00	\$1,750.00
8	Occupancy	\$5,000.00	\$0.00	\$5,000.00
9	Equipment Rental & Maintenance		\$0.00	
10	Printing & Publications	\$3,500.00	\$0.00	\$3,500.00
11, 12	Travel/ Conferences & Meetings	\$35,900.00	\$0.00	\$35,900.00
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		\$0.00	
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$119,344.00	\$0.00	\$119,344.00

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
2014 GRANT BUDGET LINE-ITEM DETAIL

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Payment of \$50 per completed training module	Up to \$37,500
Payment of \$25 per home visit	Up to \$5,000
Payment of \$20 per month for completion of follow-up weekly phone calls	Up to \$6,000
Project Management Consultant (Hourly wage of \$20)	Up to \$9,600
TOTAL	\$58,100.00