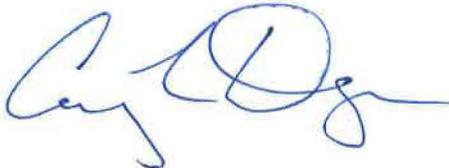




CONTRACT

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2016	End Date June 30, 2017	Agency Tracking # 31865-00028	Edison Record ID 49346		
Contractor Legal Entity Name Secretary of Health and Human Services				Edison Vendor ID 0000000108	
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) Eligibility Determination Services (Section 1634 of the Social Security Act)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	\$127,500.00	\$127,500.00			\$255,000.00
TOTAL:	\$127,500.00	\$127,500.00			\$255,000.00
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 - GU		
					
Speed Chart (optional) TN00000160		Account Code (optional) 71309000			



March 22, 2016

Mike Perry, Chief Procurement Officer
Department of General Services
312 Rosa Parks Avenue, 3rd Floor
Nashville, TN 37243

Dear Mr. Perry:

Attached is a copy of the continuing federal agreement between the State of Tennessee and the Secretary of Health and Human Services for provision of eligibility determination for medical assistance in cases of aged, blind, or disabled individuals who are eligible under the State's approved Title XIX Plan. This federal agreement provides for automatic renewals unless either party gives written notice at least ninety (90) days prior to the end of each current period. Annually, the Bureau of TennCare submits the previously agreed upon document with the federal government and a Contract Summary sheet reflecting projected payments that TennCare will be required to pay in the upcoming fiscal year, projected to be Two Hundred Fifty-Five Thousand Dollars (\$255,000.00) for FY 2017. This document is not a State of Tennessee contract, however, in order to make these payment to the federal government, we attach a Contract Summary Sheet and load through the contract process in order to make the payments related to this federal on-going agreement.

The Bureau of TennCare, therefore, requests your approval by this letter and attached Contract Summary Sheet to provide the funding for FY 2017. This amount will be paid with a 50% federal match.

Sincerely,

A handwritten signature in blue ink that reads "Larry B. Martin /cs".

Larry B. Martin
Commissioner

Attachment



file
B 52 29

SUPPLEMENTAL SECURITY INCOME FOR THE
AGED, BLIND, AND DISABLED
(Agreement with the State Pursuant to
Section 1634 of the Social Security Act)

AGREEMENT

Between

The
Commissioner of Social Security

and

The State of Tennessee

The Commissioner of Social Security, hereinafter referred to as the Commissioner, and the State of Tennessee, hereinafter referred to as the State, pursuant to section 1634 of the Social Security Act (providing for Federal determinations of eligibility for medical assistance in the case of aged, blind, or disabled individuals who are applicants for or recipients of Supplemental Security Income benefits and/or federally-administered State supplementary payments) hereby agree to the following:

Article I
DEFINITIONS

For purposes of this Agreement--

- A. The term "Commissioner" means the Commissioner of Social Security or his or her designee(s).
- B. The term "State" means the State of Tennessee, including any subdivision thereof, acting through the
- C. The term "Act" means the Social Security Act.
- D. The term "benefits under title XVI" means Supplemental Security Income payments from Federal funds made pursuant to sections 1611(b) and 1619(a) of the Act, as well as optional State supplementary payments made by the Commissioner with State funds on behalf of the State pursuant to an agreement entered into under section 1616(a) of the Act, and mandatory State supplementary payments made by the Commissioner with State funds on behalf of the State pursuant to an agreement



entered into under section 212(b) of Public Law (P.L.) 93-66. Individuals with special supplemental security income eligibility status pursuant to section 1619(b) of the Act shall be considered to be receiving benefits under title XVI.

- E. The term "supplemental security income program" means the Federal program of Supplemental Security Income for the Aged, Blind, and Disabled established by section 301 of the Social Security Amendments of 1972, P.L. 92-603, and subsequent amendments, and codified under title XVI of the Act.
- F. The term "Medicaid" means medical assistance provided by the State under the State plan approved under title XIX of the Act.
- G. The term "regulations" means those regulations promulgated by the Commissioner in accordance with the Administrative Procedure Act, 5 U.S.C. 551 et. seq.
- H. The acronym "HCFA" refers to the Health Care Financing Administration in the United States Department of Health and Human Services and to its employees.
- I. The acronym "SSA" refers to the Social Security Administration and to its employees.
- J. The acronym "BENDEX" refers to the Beneficiary and Earnings Data Exchange. The BENDEX is an electronic data exchange system containing information about benefits under titles II and XVIII of the Act. BENDEX data are supplied to the State under the terms of an agreement between SSA and each State.
- K. The acronym "SDX" refers to the State Data Exchange. The SDX is an electronic data exchange system containing information about benefits under title XVI. Also, in States which have completed agreements with SSA providing for Federal determinations of eligibility for medical assistance in the case of aged, blind, or disabled individuals who are applicants for or recipients of Supplemental Security Income benefits and/or federally-administered State supplementary payments, SDX records contain information about categorical eligibility for medical assistance under title XIX of the Act. SDX data are supplied to the State under the terms of an agreement between SSA and each State.



The Commissioner shall make every effort to comply with any State request made hereunder for data in not more than 90 days from the date of receipt of such request in order for the State to carry out its responsibilities under the Medicaid program.

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- E. In carrying out the functions set forth in this Article, establish procedures to detect and investigate fraud or program abuse in the supplemental security income program and make prompt reports to the State on such cases. This provision shall be understood not to preclude the Commissioner from taking appropriate action where the fraud or abuse may constitute an offense committed against the United States.
- F. Perform such other functions as may be required by law, regulations, or by the Commissioner and the State through a written modification of this Agreement.

Article III
FUNCTIONS TO BE PERFORMED BY THE STATE

The State shall:

- A. Provide Medicaid eligibility to all individuals eligible for benefits under title XVI of the Act.
- B. Provide written notification of eligibility to individuals determined to be eligible for Medicaid by the Commissioner on behalf of the State. In addition, the State shall furnish notification to individuals who have filed an application with the Commissioner whom the State determines are not eligible for Medicaid, advising them of such determination.
- C. Continue to perform the functions specifically listed in Article II above, including, but not limited to, making determinations of retroactive eligibility for Medicaid, any issuance of emergency authorizations, any outstationing of eligibility workers at providers, administering and operating cost-sharing systems, and issuance and control of identification cards and other notices.
- D. Perform such other administrative functions as are necessary to carry out the terms of this Agreement.



Article IV
COSTS

- A. The State shall pay one-half of SSA's costs incurred, which are additional to the costs incurred by SSA in carrying out the requirements of title XVI of the Act, for making Medicaid determinations, collecting information for Medicaid purposes which is related to making Medicaid determinations, and providing that information to the State for the purposes of making Medicaid determinations.
- B. The State shall pay the full additional cost to SSA for any statistical or other studies and any other services which SSA agrees to provide to the State which are not directly related to making Medicaid eligibility determinations.
- C. If the Commissioner and the State are unable to agree on any question of performance arising under this Agreement, the State may appeal the question to the Commissioner of Social Security. The Commissioner shall, within 90 days from the receipt of such appeal, make a determination in writing with a full explanation thereof, or provide the State written notification of the reason such determination cannot be made within said 90 days, what further information or action by the parties may be required, and within what time period a determination is expected to be made. The Commissioner's determination shall be the final decision of the Social Security Administration. Pending the determination of the Commissioner, the State and the Commissioner shall proceed diligently with the performance of this Agreement.

Nothing in this Agreement shall be construed to waive any right the State may have to seek judicial review by a court of competent jurisdiction of both findings of fact and conclusion of law contained in the Commissioner's determination, or to enforce its right under this Agreement by any available remedies. Nothing in this Agreement shall be construed as waiving the Commissioner's right to assert lack of jurisdiction with respect to any suit brought under this Agreement, or to enforce the Commissioner's right under this Agreement by any available remedies.

Article V
LIMITATION OF LIABILITY

The Commissioner shall not be responsible for any financial loss incurred by the State, whether directly or indirectly, through the use of any data furnished pursuant to this Agreement.



Article VI
CONFIDENTIAL NATURE AND
LIMITATION ON USE OF INFORMATION AND RECORDS

- cc
- A. The Commissioner and the State shall adopt and maintain policies and procedures to ensure that information contained in their respective records and obtained from each other or from others in carrying out their functions under this Agreement shall be used by them and disclosed solely as provided in section 1106 of the Act, the regulations promulgated thereunder at 20 CFR part 401, and this Article.
- B. The Commissioner shall not disclose to any individual or organization any information or records received from the State pursuant to the provisions of the Agreement except as permitted by Federal law (e.g., section 1106 of the Act, the Privacy Act, 5 U.S.C. 552a, the Freedom of Information Act, 5 U.S.C. 552, and regulations promulgated thereunder).
- C. The State agrees that unless it first obtains the Commissioner's express, written approval, it will make no use or disclosure of any information or records which the Commissioner furnishes to the State from a system of records covered by the Federal Privacy Act, except for those routine uses which the Commissioner publishes in the Federal Register for that system of records.
- D. The State agrees that unless the State first obtains the Commissioner's express, written approval, it will not disclose information described in section C. of this Article for a particular program purpose pursuant to a published routine use covering unspecified income or health maintenance programs.
- E. If the State agency which receives any information or records furnished by the Commissioner (e.g., information on the SDX) pursuant to the terms of this Agreement discloses the said information or records pursuant to a routine use described in sections C. and D. of this Article, the State agency shall only provide the elements or portions thereof which are necessary to accomplish the purposes identified in that routine use. Any element or portion thereof which is not necessary to accomplish those purposes shall not be provided.
- F. The State agrees that it will keep a record of disclosures which it makes under a routine use, described in section C. and D. of this Article, to any officer or employee of a nongovernment agency or a local government or a political subdivision of the State in connection with an income or health maintenance program for which that agency, subdivision or local government is solely responsible. The



State further agrees to timely furnish to the Commissioner, upon request, that record of disclosures. Such record shall describe the information disclosed including the date of the disclosure, identify the persons or agencies to whom the State disclosed, and state the purpose(s) of the disclosures.

G. Nothing in this Article shall prohibit the State from disclosing information to the Commissioner or HCFA or the individual to whom the information pertains.

H. The State agrees to the following conditions regarding safeguards to protect data to be furnished by the Commissioner from unauthorized use or disclosure:

1. To limit access to the data to only those employees and officials who need it to perform their official duties in connection with this Agreement or who may otherwise receive the data under the conditions of this Article (these individuals may be employees or officials of the State or political subdivision responsible for the State's Medicaid program under an approved Medicaid State plan under title XIX of the Act or employees or officials of HCFA);
2. To store the data in an area that is physically safe from access by unauthorized persons;
3. To store and process magnetic media in such a way that unauthorized persons cannot retrieve the information by means of a computer, remote terminals, or other means;
4. To advise all personnel who will have access to the data of the confidential nature of the information, the safeguards required, and the criminal sanctions for noncompliance contained in Federal statutes (such as section 1106(a) of the Act), and any relevant State statutes; and
5. To permit employees of the Social Security Administration to make onsite inspections to ensure that adequate safeguards are being maintained.

Article VII TERM OF AGREEMENT

This Agreement shall begin on October 1, 1997 and end on September 30, 1998. It will automatically be renewed for successive periods of one year unless the State or the Commissioner gives written notice not to renew at least 90 days before the end of the current period.



Article VIII
TERMINATION AND MODIFICATION OF AGREEMENT

- A. The Agreement may be modified in writing at any time by mutual consent of the parties hereto.
- B. The Commissioner or the State may terminate this Agreement at any time upon 120 days written notice to the other party.
- C. Nothing in this Agreement shall be construed to preclude the Commissioner from terminating this Agreement in less than 120 days if the State fails to comply materially with the terms of section A. of Article III of this Agreement and fails to cure such noncompliance, or fails to show cause why such Agreement should not be terminated within a period of 30 days (or such longer period as the Commissioner may allow) after provision by the Commissioner of notice explaining the grounds for the proposed termination.
- D. This Agreement supersedes all other Agreements and Modifications to Agreements for the Commissioner to make Medicaid determinations for the State.



In witness thereof, the parties hereby execute this Agreement this 6th day of AUGUST, 1997.

The Commissioner of Social Security

By Gordon M. Sherman
Gordon Sherman

Regional Commissioner, SSA

The State of Tennessee

By Theresa Clarke
Theresa Clarke, Assistant Commissioner
Department of Health, Bureau of
TennCare

Address

I, MARY JO PRICE, certify that I am the legal counsel of the Bureau of TennCare, State of Tennessee; that Theresa Clarke (who signed this Agreement on behalf of the State was then Assistant Commissioner, Department of Health, Bureau of TennCare of said State of Tennessee, and is authorized to enter into Agreements of this nature on behalf of the State/Commonwealth and that there is authority under the laws of the State of Tennessee to carry out all the functions to be performed by the State of Tennessee as herein and comply with the terms of this Agreement.

[Signature]
Signature of Legal Counsel