



# GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)



<b>Begin Date</b> July 1, 2015	<b>End Date</b> June 30, 2017	<b>Agency Tracking #</b> 31865-00324	<b>Edison ID</b> 45990
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<b>Grantee Legal Entity Name</b> Tennessee Community Services Agency	<b>Edison Vendor ID</b> 0000077334
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<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	<b>CFDA #</b> 93.778 Dept of Health & Human Services/Title XIX <b>Grantee's fiscal year end</b> December 31
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**Service Caption (one line only)**  
Statewide Outreach Services to TennCare Applicants or Members

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016	\$347,185.00	\$347,185.00			\$694,370.00
2017	\$347,185.00	\$347,185.00			\$694,370.00
<b>TOTAL:</b>	<b>\$694,370.00</b>	<b>\$694,370.00</b>			<b>\$1,388,740.00</b>

**Ownership/Control**

African American   
 Asian   
 Hispanic   
 Native American   
 Female  
 Person w/Disability   
 Small Business   
 Government   
 NOT Minority/Disadvantaged  
 Other:

**Grantee Selection Process Summary**

Competitive Selection  
 Non-competitive Selection

The Grantee has been determined capable and willing to continue to provide statewide outreach services to TennCare applicants or members as a functional part of the Bureau of TennCare. The terms of this Grant, as well as the grant budget, were negotiated taking into consideration the Grantee's training, experience, quality of services provided, location of the Grantee in relation to clients, willingness to provide services consistent with the TennCare program goals, and willingness to accept TennCare reimbursement rates.

<b>Budget Officer Confirmation:</b> 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>CPO USE - GR</i>

<b>Speed Chart (optional)</b> TN00000162	<b>Account Code (optional)</b> 71304000
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION,  
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,  
BUREAU OF TENNCARE  
AND  
TENNESSEE COMMUNITY SERVICES AGENCY**

This Grant Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration (HCFA), Bureau of TennCare, hereinafter referred to as the 'State' or "HCFA" and Tennessee Community Services Agency, hereinafter referred to as the "Grantee," is for the provision statewide outreach services to TennCare applicants or members, as further defined in the "SCOPE OF SERVICES."

The Grantee is a Non-Profit Corporation.  
Grantee Place of Incorporation or Organization: Tennessee  
Grantee Edison Vendor ID # 0000077334

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
  
- A.2. Advocacy Services. The Grantee shall operate a call/contact center using a statewide toll-free advocacy phone line for the purpose of providing information and assistance pertaining to TennCare eligibility and/or TennCare covered services to TennCare applicants and members, or to persons or agencies on behalf of TennCare applicants and members. While this phone line will constitute the majority of incoming contact, the Grantee shall accept contacts made by TennCare applicants and members, and persons or agencies on behalf of TennCare applicants and members via telephone, mail, fax, and/or secure e-mail. Information and assistance provided shall include but is not limited to application and redetermination processes, eligibility categories and requirements, program policies and procedures, covered services, and appeal rights and procedures. Information and assistance provided shall exclude eligibility verification for providers. Advocates shall make outgoing contact and work with appropriate entities, including but not limited to TennCare Managed Care Contractors (MCCs), TennCare providers, the Bureau of TennCare, and/or other State agencies, as necessary, on behalf of TennCare applicants and members. Implementation of Advocacy Services shall occur immediately upon call/contact center implementation.
  - a. This phone line shall be staffed by fluent English-speaking advocates who are trained and knowledgeable in customer service, conflict resolution, crisis de-escalation, and interpersonal and problem-solving skills. In addition, staff shall acquire and maintain proficiency in their knowledge of the TennCare Program, including appropriate application of policy and procedure, and in their familiarity of all ancillary agencies involved with the TennCare Program.
  
  - b. This phone line shall be staffed to support a weekly average of 450 incoming calls, which does not include additional incoming call averages as specified in A.3.a.(3), A.3.b.(3), and A.4.c., and comply with the following service level agreements (SLAs) :
    - (1) Weekly Average Abandonment Rate less than or equal to 5%
    - (2) Weekly Average Speed of Answer less than or equal to 60 seconds



- c. The Grantee shall maintain the ability to temporarily increase staffing to accommodate higher call volume in response to events including but not limited to policy changes, benefit limits, and managed care contractor transitions.
- d. This phone line shall be staffed and operational Monday through Friday, 8 a.m. to 5 p.m. CST, and shall provide live telephone assistance during these hours. Beyond these hours, the phone line shall be answered by an answering machine with message recording availability. Recorded calls/messages shall be logged and returned within 2 business days; if message volume exceeds 50 per day, recorded calls shall be logged and returned within 5 business days of the date of receipt of each message.

A.3. Advocacy Services for Limited English Proficiency (LEP) Populations. The Grantee shall provide culturally and linguistically appropriate statewide TennCare Advocacy Services through the call/contact center, as defined in section A.2., specifically to persons with LEP or to persons or agencies who act on behalf of TennCare applicants and members with LEP. For purposes of this grant, "persons with LEP" shall be defined as TennCare applicants and members who need assistance in a language other than English.

- a. The Grantee shall operate a separate, menu-driven split/skill of the toll-free phone line for Advocacy Services as defined in section A.2., for Spanish-speaking TennCare applicants and members.
  - (1) This split/skill shall be staffed by bilingual advocates, fluent in Spanish and English, who are trained and knowledgeable as specified in section A.2.a.
  - (2) The call/contact center shall ensure that the Spanish split/skill for Advocacy Services is staffed and operational as specified in section A.2.d.
  - (3) This split/skill shall be staffed to support a weekly average of 55 incoming calls and comply with service level agreements (SLAs) as specified in section A.2.b.
- b. The Grantee shall provide and maintain access to Interpreter Services for callers with LEP in each of the following languages: Arabic, Bosnian, Kurdish, Somali, and Vietnamese.
  - (1) Interpreter Services shall be available during hours of operation as specified in section A.2.d.
  - (2) Phone systems shall be capable of permitting 3-way conference calls to include the advocate, the interpreter, and the caller.
  - (3) Interpreter services shall have the ability to support a weekly combined average of 85 incoming calls in Arabic, Bosnian, Kurdish, Somali, and Vietnamese.
  - (4) If the Grantee utilizes an outside source in providing Interpreter Services, this outside source shall be considered a subcontractor and shall comply with subcontractor requirements as specified in section D.5.

A.4. Advocacy Services for Mental Health/Substance Abuse population. The Grantee shall operate a separate, menu-driven split/skill of the toll-free phone line for Advocacy Services as defined in section A.2., for TennCare applicants and members with mental illness and/or alcohol or drug dependencies.

- a. This split/skill shall be staffed by fluent English-speaking advocates who are trained and knowledgeable as specified in section A.2.a. In addition, advocates working with this population shall acquire and maintain specific knowledge of TennCare mental health and substance abuse covered services, and TennCare mental health and substance abuse



providers. Advocates working with this population shall also have a B.S. in social work or a related field, and/or one year of experience working in the social services or health field.

- b. This split/skill shall be staffed and operational as specified in section A.2.d.
- c. This split/skill shall be staffed to support a weekly average of 235 incoming calls and comply with service level agreements (SLAs) as specified in section A.2.b.

A.5. Advocacy Services for Hearing Impaired. The Grantee shall operate a Telecommunications Device for the Deaf/Teletypewriter (TDD/TTY) toll-free line for Advocacy Services as defined in section A.2., for persons with speech and/or hearing impairments.

- a. This TDD/TTY line shall be staffed by advocates who are trained and knowledgeable as specified in section A.2.a.
- b. This TDD/TTY line shall be staffed and operational as specified in section A.2.d.
- c. The Grantee shall provide all necessary TDD/TTY equipment.

A.6. System Requirements for Advocacy Services. For Advocacy Services specified in sections A.2 through A.5., the Grantee shall provide and maintain both an Automated Call Distribution (ACD) system and a manual/electronic call data collection system that are capable of tracking at a minimum, the following call data in accordance with TennCare requirements.

- a. At a minimum, the ACD system shall be capable of collecting on a daily basis: total number of incoming calls per toll-free phone line and per split/skill, total number of incoming calls abandoned per toll-free phone line and per split/skill, total number of incoming calls answered within 60 seconds per toll-free phone line and per split/skill, and average number of staff available to answer calls per toll-free phone line and per split/skill.
- b. At a minimum, the manual/electronic call data collection system shall be capable of collecting on a daily basis specific case information including but not limited to: caller name and demographics, TennCare member or applicant name and demographics, TennCare member or applicant's representative and demographics, category of eligibility for each TennCare member, subject matter of case, barrier of case, research results and actions taken by the advocate, total number of cases and their disposition (opened, pending, closed).
- c. The Grantee shall modify its data tracking systems to gather additional information as requested by TennCare.

A.7. Reporting Requirements for Advocacy Services. The Grantee shall submit electronically a monthly statistical report of Advocacy Services activity no later than the 15<sup>th</sup> of the following month to TennCare.

- a. This report of Advocacy Services activity shall consist of the following elements only and shall follow the reporting format in Attachment C:
  - (1) total number of incoming calls received per toll-free phone line and per split/skill per day/week/month;
  - (2) total number of incoming calls answered per toll-free phone line and per split/skill per day/week/month;
  - (3) total number and percentage of incoming calls abandoned per toll-free phone line and per split/skill per day/week/month;



- (4) average speed of answer of incoming calls answered per toll-free phone per split/skill per day/week/month;
  - (5) total number and percentage of incoming calls answered within 60 seconds per day/week/month; average number of staff available to answer calls per toll-free phone line and per split/skill per day/week/month;
  - (6) total number of cases opened per month;
  - (7) total number of cases pending per month;
  - (8) total number of cases closed per month;
  - (9) breakdown of subject matters for cases opened, pending, and closed; and
  - (10) breakdown of primary barriers for cases opened.
- b. The Grantee shall modify its reporting formats to report additional information as requested by TennCare.
- A.8. Outreach Services. The Grantee shall provide statewide targeted telephone outreach services to TennCare applicants and/or members as requested and/or approved by TennCare. Outreach projects may include but are not limited to TennCare enrollment, redetermination, disenrollment, and program benefit changes. Targeted populations may include but are not limited to children, inactive SSI recipients (TennCare members who no longer receive Supplemental Security Income from the Social Security Administration), and SPMI/SED members (TennCare members with severe and persistent mental illness or serious emotional disorders).
- a. Written protocols, timelines, call center scripts, training materials and reporting formats for all Outreach projects shall be developed by the Grantee for review and approval by TennCare, at minimum 10 days prior to project implementation.
  - b. Outreach projects may include required research attempts to locate correct phone numbers and mailing addresses. Outreach projects may be conducted on an On Request basis, as well as Ongoing.
  - c. The Grantee shall provide adequate phone lines and staff for Outreach Services so that receipt of incoming calls to the Advocacy Services toll-free phone lines, and SLAs as specified in section A.2.b., are not compromised.
  - d. The Grantee shall support with adequate staffing and resources on Request outreach projects each year.
  - e. For Outreach Services, the Grantee shall provide an electronic data collection system that shall be capable of collecting specified data on a daily basis.
    - (1) Data collection shall include: specific outreach project, TennCare member name and demographics, TennCare member's representative and demographics, updated demographics, category of eligibility for each TennCare member, number of contact attempts, date/time of each contact attempt, outcome of each contact attempt.
    - (2) The Grantee shall modify its data tracking systems to gather additional information as requested by TennCare.
  - f. The Grantee shall submit electronically a statistical report of Outreach Services activity by the 15<sup>th</sup> of the month following each project's completion.
    - (1) Statistical reports of Outreach activity shall consist of the following elements only and shall follow the reporting format in Attachment C:
      - i. total number of members contacted and breakdown of assistance provided,



- ii. total number of members not contacted and breakdown of reasons contact, and
    - iii. total number of contact attempts and breakdown of outcomes of contact attempts.
  - (2) The Grantee shall submit electronically statistical reports by the 15<sup>th</sup> of the month following the completion of each Outreach activity as specified in section A.8.d.1. and A.8.e. Reporting formats will be agreed upon in advance as specified in section A.8.a.
  - (3) The Grantee shall modify its reporting formats to report additional information as requested by TennCare.
- A.9. Additional Reporting Requirements. The Grantee shall provide TennCare access to all project data and records as requested within timeframes established by TennCare and shall not release individual or summary data concerning services provided under this grant without specific approval of TennCare. The Grantee shall also provide ad hoc reports at the request of TennCare within specified timeframes.
- A.10. Written Materials. The Grantee shall submit all electronic and written information, including web-based information and training materials, and modifications of such information, to TennCare for approval prior to their implementation.
  - a. The Grantee shall ensure that all information intended for TennCare applicants and members uses Plain Language best practices. TennCare shall provide technical assistance and training of Plain Language best practice guidelines.
  - b. The Grantee shall be responsible for ensuring that all electronic and written information, including web-based information and training materials, is consistent with applicable federal court orders, federal and state laws and regulations, the TennCare approved 1115 Waiver, including all subsequent amendments, and TennCare rules and policies.
  - c. TennCare shall notify the Grantee regarding all relevant modifications to court orders, laws and regulations, the TennCare 1115 Waiver, and TennCare rules and policies.
    - (1) Once modified by TennCare, the Grantee shall be responsible and fully accountable for compliance as it relates to such modifications.
    - (2) The Grantee shall, upon request by TennCare, modify electronic and written information and training materials as necessary to ensure consistency with applicable federal and state laws and regulations, the TennCare State Medicaid Plan and approved 1115 Waiver, including all subsequent amendments, and TennCare rules and policies. The Grantee shall complete such modifications promptly and shall provide updated versions of these materials to TennCare upon completion. All earlier versions of revised materials shall be destroyed and the Grantee shall thereafter use only updated versions of these materials.
- A.11. Website. The Grantee shall develop and maintain a website to facilitate online access for TennCare applicants and members and for persons or agencies working on behalf of TennCare applicants and members to contact the advocacy call/contact center, and to provide TennCare-relevant information, education, and referral links.
  - a. All email capabilities accessed through this website, including but not limited to a "Contact Us" option, shall be developed and maintained as "secure email" to ensure HIPAA compliance as specified in section E.13.



- b. The Grantee's website shall be operational and accessible to TennCare applicants and members and to persons or agencies that interact with TennCare applicants and members.
  - c. On an on-going basis, the Grantee shall submit all changes or modifications to website content to TennCare for approval prior to implementation of changes, as specified in section A.11.
- A.12. Training Program. The Grantee shall develop and maintain training materials for in-service education for existing Advocacy and Outreach staff and for newly hired Advocacy and Outreach staff that encompass all facets of Advocacy and Outreach Service delivery to TennCare applicants and members. Training topics shall include but not be limited to: customer service, conflict resolution, crisis de-escalation, interpersonal and problem-solving skills, cultural and linguistic awareness of the LEP population, and sensitivity awareness of the SPMI/SED population. Training materials for the TennCare program shall include but not be limited to: the TennCare InterChange computer system, application and redetermination processes, eligibility categories and requirements, program policies and procedures, covered services, appeal rights and procedures, and appropriate application of such knowledge to specific advocacy and outreach casework.
- a. TennCare shall make available TennCare program information and materials to be used for training program development, and a TennCare representative to provide on-site consultation to the Grantee in a Train-the-Trainer capacity.
  - b. The Grantee shall ensure that InterChange training is subsequently included in their training program for in-service continuing education and for newly hired staff.
  - c. TennCare shall provide on-going consultation by a TennCare representative and additional and/or modified TennCare information and training materials to the Grantee in a Train-the-Trainer capacity on a quarterly basis at minimum, and/or at any time that communication of critical new or modified information to the Grantee is deemed necessary.
  - d. The Grantee shall provide specialized training staff to develop and administer a training program as specified in section A.13. At the Grantee's discretion, Training staff may also function as specialized Quality Control staff as required in section A.14.a.
  - e. The Grantee shall provide all Advocacy and Outreach staff with on-going in-service training and education in some or all of the topics specified in section A.13. on a quarterly basis at minimum.
- A.13. Quality Control Program. The Grantee shall develop and maintain on-going Quality Control processes that measure Advocacy and Outreach staff performance for productivity, quality and call handling techniques, accuracy in call resolution, and accuracy in data entry.
- a. The Grantee shall provide specialized Quality Control staff to develop and administer a Quality Control program as specified in section A.14. At the Grantee's discretion, Quality Control staff may also function as specialized Training staff as required in section A.13.d.
  - b. The Grantee shall develop a process to ensure that performance issues are promptly addressed, with Corrective Action Plans made available to TennCare upon request.
  - c. Quality Control data shall be reviewed by the Grantee on at least a monthly basis and shall be made available to TennCare upon request.
  - d. TennCare shall provide a TennCare representative to perform live, on-site monitoring review sessions, at a minimum, on a quarterly basis. TennCare On-Site Reviews shall



consist of a TennCare representative monitoring live calls and working directly v Advocacy and Outreach staff as they perform their casework. On-Site Review results shall be discussed with supervisory and/or management staff and Corrective Action Plans and/or re-training shall be implemented by the Grantee as necessary.

- e. The Grantee shall, upon request by TennCare, remove staff from their specific job function or project based on performance deficiencies such as but not limited to the lack of knowledge and skills necessary to perform contracted activities.
- A.14. Limitations. The Grantee shall ensure that all services provided under this grant are limited to those pertaining to the TennCare Medicaid and/or TennCare Standard programs. If, in the course of service delivery, the Grantee learns that a person is not a TennCare applicant or member, the Grantee shall make appropriate referral to other entities for assistance.
- a. Separate funding sources apart from this Grant Contract shall be secured for other Advocacy or Outreach services unrelated to TennCare, including but not limited to Families First, Food Stamps, Cover Tennessee, Social Security, Medicare, Medicare Part D, Safety Net, immigration and permanent residency assistance, ESL instruction, and employment and/or drivers license assistance.
  - b. The Grantee shall not undertake a fiduciary responsibility to persons and/or agencies for whom Advocacy and Outreach services are provided.
  - c. The Grantee shall not release individual or summary data or reports concerning services provided under this grant to the public or any entity without specific written approval from TennCare.
  - d. The Grantee shall comply with all applicable confidentiality requirements as specified in federal law or regulation and/or defined herein.
  - e. The Grantee shall ensure that the call/contact center is open and operational at all times that state offices are open. The Grantee shall observe the state's holiday schedule and inclement weather policies in order to maintain operations at all times that state offices are open.
  - f. The Grantee shall notify TennCare within 1 hour of any occurrence of interruption in call/contact center operations.
    - (1) This notification shall include an explanation of the cause of the interruption and the corrective action plan in place to regain operational status and to prevent future interruptions of the same kind from occurring.
    - (2) Failure to provide such notification may result in liquidated damages, as specified in Section E.15., in the amount of \$100 for each instance in which the Grantee fails to notify TennCare within 1 hour of any occurrence of interruption in call/contact center operations and/or for each instance in which the Grantee fails to implement the corrective action plan to prevent future interruptions of the same kind from occurring.
  - g. The Grantee shall ensure that the call/contact center is physically located within a 200 mile radius of the Bureau of TennCare, 310 Great Circle Road, Nashville, TN 37243.
  - h. The Grantee shall provide and pay for office space, furniture, office supplies, and equipment, including but not limited to fax machines, copiers, telephones, computers, and computer hardware and software to be used in the operation of the call/contact center.



- i. The Grantee shall be responsible for maintenance of all call/contact center equipment including but not limited to all computer hardware and software, ACD systems, and data collection systems.
  - j. TennCare shall pay for all toll-free phone numbers required in this Grant Contract. The Grantee shall pay for and provide their phone lines to which the toll-free phone lines shall point.
- A.15. TennCare system support. TennCare Information Systems (IS) shall be accessible as needed to consult with the Grantee's technical staff to determine technical support needs and access to the web-based TennCare InterChange system and Groupwise. This discussion shall include but is not limited to Virtual Private Network (VPN) set-up and firewall modifications as necessary.
- a. TennCare shall pay the annual licensure fees for "read-only" InterChange application access and Microsoft Outlook e-mail accounts for each of the Grantee's Advocacy and Outreach Services staff.
  - b. The Grantee shall provide appropriately completed TennCare Management Information Systems (TCMIS) forms and signed Acceptable Use Policies (AUP) for each staff member requiring access to InterChange and Microsoft Outlook.
    - (1) On an on-going basis, the Grantee shall submit appropriately completed TCMIS and AUP forms to request access of InterChange and Groupwise for any newly hired staff.
    - (2) The Grantee shall notify TennCare of any staff who are no longer employed by the Grantee within 2 business days from the separation date.
- A.16. Business Associate Agreements. TennCare shall provide the Grantee with contact information for specific individuals and units within TennCare and other TennCare-related state agencies, and TennCare Managed Care Contractors, to assist in the provision of Advocacy Services as specified in section A.2.
- A.17 Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment A, is incorporated in this Grant Contract.

**B. TERM OF GRANT CONTRACT:**

- B.1. This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of Twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. **Renewal Options:** This Grant may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extension, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Ninety-Four Thousand Three Hundred Seventy Thousand Dollars for FY 2016 (\$694,370.00) and Six Hundred Ninety-Four Thousand Three Hundred Seventy Dollars for FY 2017 (\$694,370.00), with a total amount of One Million Three Hundred Eighty-Eight Thousand Seven Hundred Forty (\$1,388,740.00) ("Maximum Liability"). The Grant Budgets, attached and



incorporated hereto as Attachment B and Attachment B.1, shall constitute the maximum due the Grantee under this Grant Contract. 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 Term 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 Scope, 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:

310 Great Circle Road  
Fiscal – 4 East  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Finance and Administration, 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 Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, 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. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

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, 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 Section C 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 costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the



attached Grant Budget. Once the Grantee makes an election and treats a given cost as indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, 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 Term.
- 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. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.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. The State will pay via ACH Credits.
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number 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 parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective



termination date. The Grantee shall be entitled to compensation for authorized expendi satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

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



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

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

The State:

Deputy Commissioner  
Department of Finance and Administration  
Division of Health Care Finance and Administration  
Bureau of TennCare  
310 Great Circle Road  
Nashville, TN 37243  
Telephone # 615-507-6443  
FAX # 615-253-5607

The Grantee:

Thomas D. McWherter, Executive Director  
Tennessee Community Services Agency  
P. O. Box 368  
Union City, TN 38281-0368  
Phone: 731-884-2640  
Fax: 731-884-2644  
[Tom.mcwherter@tncsa.com](mailto:Tom.mcwherter@tncsa.com)

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.



D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.



- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation of charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, 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. When an audit is required under this Section, the audit shall be performed in accordance with U.S. *Office of*



*Management and Budget's Uniform Administration Requirements, Cost Principles, and Requirements for Federal Awards.*

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—300.326 when procuring property and services under a federal award..

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.21. 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.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds



for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Grant Contract.
- D.26. 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.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and



shall pay all reasonable costs and expenses of any record searches for financing statements that the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. 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.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to



and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-1 through 9-8-407.

- D.30. 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.31. 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.32. 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, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. 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 that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether is 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.3. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. 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 personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- E.4. Applicable Laws, Rules, Policies and Court Orders. The Grantee agrees to comply with all applicable federal and State laws, rules, regulations, sub-regulatory guidance, executive orders, HCFA waivers, and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare and CHIP programs. Such compliance shall be performed at no additional cost to the State.
- E.5. Business Associate. Grantee hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations. In accordance with the HIPAA regulations, the Grantee shall, at a minimum:



- a. Comply with requirements of the HIPAA, including, but not limited to, the transaction code sets, privacy, security, and identifier regulations. Compliance includes meeting all required transaction formats and code sets with the specified data sharing agreements required under the regulations;
- b. Transmit/receive from/to its providers, subcontractors, clearinghouses and HCFA all transactions and code sets required by HIPAA in the appropriate standard formats, utilizing appropriate and adequate safeguards, as specified under the law and as directed by HCFA so long as HCFA direction does not conflict with the law;
- c. Agree that if it is not in compliance with all applicable standards defined within the transactions and code sets, privacy, security and all subsequent HIPAA standards, that it will be in breach of this Contract and will then take all reasonable steps to cure the breach or end the violation as applicable. Since inability to meet the transactions and code sets requirements, as well as the privacy and security requirements can bring basic business practices between HCFA and the Grantee and between the Grantee and its providers and/or subcontractors to a halt, if for any reason the Grantee cannot meet the requirements of this Section, HCFA may terminate this Contract.
- d. Ensure that Protected Health Information (PHI) exchanged between the Grantee and HCFA is used only for the purposes of treatment, payment, or health care operations and health oversight and its related functions. All PHI not transmitted for these purposes or for purposes allowed under the federal HIPAA regulations shall be de-identified to secure and protect the individual enrollee's PHI;
- e. Report to HCFA's Privacy Office immediately upon becoming aware of any use or disclosure of PHI in violation of this Contract by the Grantee, its officers, directors, employees, subcontractors or agents or by a third party to which the Grantee disclosed PHI;
- f. Specify in its agreements with any agent or subcontractor that will have access to PHI that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Grantee pursuant to this Section;
- g. Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available upon request to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA regulations;
- h. Create and adopt policies and procedures to periodically audit adherence to all HIPAA regulations;
- i. Agree to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained, or transmitted by or on behalf of HCFA agrees to use reasonable and appropriate safeguards to protect the PHI.
- j. If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of that PHI upon termination, cancellation, expiration or other conclusion of the Agreement, and in accordance with this Section of this Contract. The Grantee shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. The Grantee shall identify any PHI that cannot feasibly be returned or destroyed. Within such thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement, the Grantee shall: (1) certify an oath in writing that such return or destruction has been completed; (2) identify any PHI which cannot feasibly be returned or destroyed; and (3) certify that it will only use or disclose such PHI for those purposes that make its return or destruction infeasible;



- k. Implement all appropriate administrative, physical and technical safeguards to p use or disclosure of PHI other than pursuant to the terms and conditions of this Contract and, including, but not limited to, privacy, security and confidentiality requirements in 45 CFR Parts 160 and 164;
  - l. Set up appropriate mechanisms to limit use or disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure;
  - m. Create and implement policies and procedures to address present and future HIPAA regulatory requirements as needed, including, but not limited to: use and disclosure of data; de-identification of data; minimum necessary access; accounting of disclosures; enrollee's right to amend, access, request restrictions; notice of privacy practices and right to file a complaint;
  - n. Provide an appropriate level of training to its staff and employees regarding HIPAA related policies, procedures, enrollee rights and penalties prior to the HIPAA implementation deadlines and at appropriate intervals thereafter;
  - o. Track training of Grantee staff and employees and maintain signed acknowledgements by staff and employees of the Grantee's HIPAA policies;
  - p. Be allowed to use and receive information from HCFA where necessary for the management and administration of this Contract and to carry out business operations where permitted under the regulations;
  - q. Be permitted to use and disclose PHI for the Grantee's own legal responsibilities;
  - r. Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Grantee employees and other persons performing work for the Grantee to have only minimum necessary access to PHI and personally identifiable data within their organization;
  - s. Continue to protect and secure PHI and personally identifiable information relating to enrollees who are deceased; and
  - t. Track all security incidents as defined by HIPAA and, as required by the HIPAA Reports. The Grantee shall periodically report in summary fashion to HCFA such security incidents.
- E.6. Information Holders. HCFA and the Grantee are "information holders" as defined in TCA 47-18-2107. In the event of a breach of the security of Grantee's information system, as defined by TCA 47-18-2107, the Grantee shall indemnify and hold HCFA harmless for expenses and/or damages related to the breach. Such obligations shall include, but not be limited to, mailing notifications to affected enrollees. Substitute notice to written notice, as defined by TCA 47-18-2107(e)(2) and (3), shall only be permitted with HCFA's express written approval. The Grantee shall notify HCFA's Privacy Office immediately upon becoming aware of any security incident that would constitute a "breach of the security of the system" as defined in TCA 47-18-2107.
- E.7. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public



(federal, state, or local) transaction or grant under a public transaction; violatio federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.7. Notification of Breach and Notification of Suspected Breach. - The Grantee shall notify HCFA's Privacy Office immediately upon becoming aware of any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of enrollee PHI maintained or held by the Grantee, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Grantee 's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.
- E.8. Offer of Gratuities. By signing this 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 federal General Accounting Office, federal Department of Health and Human Services, the Center for Medicare and Medicaid Services, or any other state or federal agency has or will benefit financially or materially from this Contract. This Contract may be terminated by HCFA as provided in Section D.4, if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Contractor, its agent, or employees.

IN WITNESS WHEREOF,

TENNESSEE COMMUNITY SERVICES AGENCY:

Thomas D. McWhorter 5-1-15  
 GRANTEE SIGNATURE DATE  
Thomas D. McWhorter, 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*

*5/8/2015*

---

LARRY B. MARTIN, COMMISSIONER

DATE



ATTACH

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Tennessee Community Services Agency
Subrecipient's DUNS number	940007891
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
CFDA number and name	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2015
Grant contract's end date	June 30, 2017
Amount of federal funds obligated by this grant contract	\$694,370.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$6.6 billion budgeted for FY '15. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Name of federal awarding agency	Department of Health and Human Services
Name and contact information for the federal awarding official	Philip M. Bailey Center for Medicare and Medicaid Services (CMS) Regional Office 615-255-9305
Is the federal award for research and development?	No.
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	Indirect cost determined according to approved cost allocation plan.



**ATTACHMENT B**  
**GRANT BUDGET FY 2016**  
 (Grant Budget Page 1)

**Tennessee Community Services Agency**  
**Call Center for TennCare Enrollees in DCS Custody**

**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.

<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b> <small>(detail schedule(s) attached as applicable)</small>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries	\$345,400.00	\$0.00	\$345,400.00
2	Benefits & Taxes	149,000.00	0.00	149,000.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	26,300.00	0.00	26,300.00
5	Supplies	18,000.00	0.00	18,000.00
6	Telephone	16,100.00	0.00	16,100.00
7	Postage & Shipping	1,000.00	0.00	1,000.00
8	Occupancy	38,700.00	0.00	38,700.00
9	Equipment Rental & Maintenance	4,800.00	0.00	4,800.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	2,500.00	0.00	2,500.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance to Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	2,000.00	0.00	2,000.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	90,570.00	0.00	90,570.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$694,370.00</b>	<b>\$0.00</b>	<b>\$694,370.00</b>

<sup>1</sup> 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](http://www.state.tn.us/finance/rds/ocr/policy03.pdf)).

<sup>2</sup> Applicable detail attached if line-item is funded.



ATTACHMI

GRANT BUDGET FY 2016 LINE-ITEM DETAIL

(BUDGET PAGE 2)

Tennessee Community Services Agency

<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
IT services and support	\$26,300.00
<b>TOTAL</b>	<b>\$26,300.00</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
Advertising with area news publications for vacant positions as needed	\$2,000.00
<b>TOTAL</b>	<b>\$2,000.00</b>



**ATTACHMENT  
GRANT BUDGET FY 2016 LINE-ITEM DETAIL  
(BUDGET PAGE 3)**

**BUDGET SUMMARY (Salaries Detail)**

**CONTRACTOR: Tennessee Community Services Agency  
Call Center for TennCare Enrollees**

**CONTRACT TERM: July 1, 2015 to June 30, 2016**

NAME	POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	% OF TIME WORKED	TOTAL CONTRACT SALARY
Delgado, William	LEP Advocate	\$2,320.50	12	100%	\$27,846.00
Harralson, Allison	LEP Advocate	2,275.00	12	100%	27,300.00
Hardin, Monica	Administrative Assistant	2,237.63	12	100%	26,851.50
Chandler, Dessina	Mental Health Advocate	2,652.00	12	100%	31,824.00
Hazelwood, Arlene	Mental Health Advocate	2,652.00	12	100%	31,824.00
Bush, Sherri	Advocate	1,906.13	12	100%	22,873.50
Coleman, Kimberly	Advocate	1,906.13	12	100%	22,873.50
Duncan, Kelyl	Advocate	1,787.50	12	100%	21,450.00
Dyer, Judy	Advocate	1,787.50	12	100%	21,450.00
Vacant	Advocate	1,787.50	12	67%	14,371.50
Winters, Pam	Advocate	1,906.13	12	100%	22,873.50
Patterson, Don	Site Director	6,782.75	12	70%	56,975.10
Rasnic, Jeremy	Administrative Specialist, Technical Support	4,000.75	12	35%	16,803.15
<b>TOTAL (Actual)</b>					<b>\$345,315.75</b>
<b>TOTAL (Rounded to nearest \$100)</b>					<b>\$345,400.00</b>



ATT.  
GRANT BUDGET FY 2017  
(Grant Budget Page 1)

Tennessee Community Services Agency Call Center for TennCare Enrollees				
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 <sup>1</sup> <small>(detail schedule(s) attached as applicable)</small>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$345,400.00	\$0.00	\$345,400.00
2	Benefits & Taxes	149,000.00	0.00	149,000.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	26,300.00	0.00	26,300.00
5	Supplies	18,000.00	0.00	18,000.00
6	Telephone	16,100.00	0.00	16,100.00
7	Postage & Shipping	1,000.00	0.00	1,000.00
8	Occupancy	38,700.00	0.00	38,700.00
9	Equipment Rental & Maintenance	4,800.00	0.00	4,800.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	2,500.00	0.00	2,500.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance to Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	2,000.00	0.00	2,000.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	90,570.00	0.00	90,570.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$694,370.00</b>	<b>\$0.00</b>	<b>\$694,370.00</b>

<sup>1</sup> 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](http://www.state.tn.us/finance/rds/ocr/policy03.pdf)).

<sup>2</sup> Applicable detail attached if line-item is funded.



ATTACHMENT

GRANT BUDGET FY 2017 LINE-ITEM DETAIL

(BUDGET PAGE 2)

Tennessee Community Services Agency

<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
IT services and support	\$26,300.00
<b>TOTAL</b>	<b>\$26,300.00</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
Advertising with area news publications for vacant positions as needed	\$2,000.00
<b>TOTAL</b>	<b>\$2,000.00</b>



**ATTACHMENT E**  
**GRANT BUDGET FY 2017 LINE-ITEM DETAIL**  
**(BUDGET PAGE 3)**

**BUDGET SUMMARY (Salaries Detail)**

**CONTRACTOR: Tennessee Community Services Agency**  
**Call Center for TennCare Enrollees**

**CONTRACT TERM: July 1, 2016 to June 30, 2017**

NAME	POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	% OF TIME WORKED	TOTAL CONTRACT SALARY
Delgado, William	LEP Advocate	\$2,320.50	12	100%	\$27,846.00
Harralson, Allison	LEP Advocate	2,275.00	12	100%	27,300.00
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Duncan, Kelyl	Advocate	1,787.50	12	100%	21,450.00
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Vacant	Advocate	1,787.50	12	67%	14,371.50
Winters, Pam	Advocate	1,906.13	12	100%	22,873.50
Patterson, Don	Site Director	6,782.75	12	70%	56,975.10
Rasnic, Jeremy	Administrative Specialist, Technical Support	4,000.75	12	35%	16,803.15
<b>TOTAL (Actual)</b>					<b>\$345,315.75</b>
<b>TOTAL (Rounded to nearest \$100)</b>					<b>\$345,400.00</b>





**ATTACHMENT C (continued)  
REPORTING FORMATS**

<b>Advocacy Services Casework</b>			<b>Month/Year</b>
<b>Primary Subject matter:</b>	<b># of Cases Opened</b>	<b># of Cases Pending</b>	<b># of Cases Closed</b>
<b>Eligibility</b>			
eligibility appeal			
eligibility/Long Term Care svcs			
eligibility/MR Waiver			
eligibility/QMB, SLMB			
eligibility/TennCare application			
eligibility/TennCare renewal			
eligibility/TC Standard ME			
<b>Health Care Services</b>			
health care/dental			
health care/mental			
health care/pharmacy			
health care/physical			
health care/reimbursement & billing			
health plan change			
medical appeal			
transportation			
<b>Administrative</b>			
TennCare/demographics			
TennCare/estate recovery			
TennCare/policy			
TennCare/TPL			
<b>Other</b>			
<b>Total:</b>			



ATTACHMENT C (c)  
REPORTING FORMATS

Advocacy Services Trends		Month/Year
Primary Barrier:	# of Cases Opened	% of Total Opened Cases
<b>Eligibility</b>		
Eligibility / TC application denied		
Eligibility / TC renewal denied		
Eligibility / TC Standard ME denied		
Eligibility / Long Term Care denied		
Eligibility / QMB and/or SLMB denied		
Eligibility / MR Waiver denied		
Eligibility / processing error or delay		
Eligibility / Difficulty understanding process		
<b>Access to Services</b>		
Access to Services / Covered Service Denied		
Access to Services / Covered Service Delayed		
Access to Services / Service Complaints		
Access to Services / Transportation		
Access to Services / Difficulty understanding process		
<b>Administrative</b>		
Administrative / record info: TPL		
Administrative / record info: address		
Administrative / record info: retro eligibility		
Administrative / difficulty understanding process		
<b>Other</b>		



ATTACHMENT C (c)  
REPORTING FORMATS

Outreach Services Inactive SSI Redetermination		_____ Quarter
Phase 1 Address Verification	begin date	completion date
	Total Number	Percentage
<b>total # members listed to contact</b>		
<b># SPMI listed to contact</b>		
<b># children listed to contact</b>		
<b>total # MEMBERS CONTACTED</b>		
<b># SPMI contacted</b>		
Assistance: address change requests submitted		
Assistance: phone number only updates submitted		
<b># Children contacted</b>		
Assistance: address change requests submitted		
Assistance: phone number only updates submitted		
<b>total # MEMBERS NOT CONTACTED</b>		
<b># SPMI not contacted</b>		
Reason: no valid phone number available		
Reason: already qualified in another Medicaid category		
Reason: eligibility ended		
Reason: deceased		
<b># Children not contacted</b>		
Reason: no valid phone number available		
Reason: already qualified in another Medicaid category		
Reason: eligibility ended		
Reason: deceased		
<b>total # CONTACT ATTEMPTS MADE</b>		
Outcome: successful		
Outcome: disconnected		
Outcome: left message		
Outcome: no ans/busy/blocked		
Outcome: wrong number		
Outcome: refused to talk		
Outcome: deceased		
Outcome: prison/institution		



ATTACHMENT C (c)  
REPORTING FORMATS

Outreach Services Inactive SSI Redetermination		_____ Quarter
Phase 2 RFI Assistance	begin date	completion date
	Total Number	Percentage
total # members listed to contact		
# SPMI listed to contact		
# children listed to contact		
<b>total # MEMBERS CONTACTED</b>		
# SPMI contacted		
Assistance: replacement RFIs requested		
# Children contacted		
Assistance: replacement RFIs requested		
<b>total # MEMBERS NOT CONTACTED</b>		
# SPMI not contacted		
Reason: no valid phone number available		
Reason: RFI submitted		
Reason: qualified in another Medicaid category		
Reason: DCS custody		
Reason: eligibility ended		
Reason: deceased		
# Children not contacted		
Reason: no valid phone number available		
Reason: RFI submitted		
Reason: qualified in another Medicaid category		
Reason: DCS custody		
Reason: eligibility ended		
Reason: deceased		
<b>total # CONTACT ATTEMPTS MADE</b>		
Outcome: successful		
Outcome: disconnected		
Outcome: left message		
Outcome: no ans/busy/blocked		
Outcome: wrong number		
Outcome: refused to talk		
Outcome: deceased		
Outcome: prison/institution		



ATTACHMENT C (of  
REPORTING FORMATS)

Quarterly Summary:				_____ Quarter
	1st month of qtr	2nd month of qtr	3rd month of qtr	Total
<b>Advocacy Services:</b>				
incoming calls answered				
advocacy cases opened				
<b>Outreach Services:</b>				
<b>TC inactive SSI Redetermination</b>				
# SPMI to be contacted				
contacts made				
# children to be contacted				
contacts made				
total # to be contacted				
total # contacts made				