



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF TENNCARE**

**REQUEST FOR PROPOSALS  
FOR  
Prepaid Inpatient Health Plan (PIHP)**

**RFP # 31865-00637**

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## 1 INTRODUCTION

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The State of Tennessee, Department of Finance and Administration (F&A), Division of TennCare (TennCare), hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

### 1.1 Statement of Procurement Purpose

The State of Tennessee, Division of TennCare, hereinafter referred to as “the State,” or “TennCare”, has issued this Request for Proposals (RFP) with the intent of securing a single contract with one successful Respondent to maintain a statewide Prepaid Inpatient Health Plan (PIHP) for care management, medical, Behavioral Health (BH), and Long-Term Services and Supports (LTSS) for special populations across Tennessee. While these services are delivered through this PIHP, the plan will operate under and be marketed as the plan title TennCare Select. The Contractor will be required to maintain a statewide network of providers across all areas of medical, BH, and LTSS and pay claims and manage care for the population(s) enrolled under this contract. These populations include children in foster care custody, children transitioning from foster care custody back into the community, children and adults enrolled in SelectCommunity plans and/or Dual-Special Needs Plans (D-SNP) for LTSS, and intellectual and developmental disabilities (I/DD), including the Katie Beckett program. Additional populations serviced and managed under this contract include children who are SSI-eligible under 21 years of age, Members who reside out of state, and individuals who are incarcerated whose eligibility has been suspended. TennCare Select provides services to approximately 52,200 Tennesseans and the TennCare Select contract operates under an annual budget of approximately \$500 million.

Successful respondents will provide eligible TennCare Select enrollees with covered services that include physical health and Behavioral Health Services as well as LTSS such as nursing facilities and Home and Community-Based Services (HCBS). Through this procurement, TennCare strives to contract with a high-performing Managed Care Organization (MCO) who will partner to help advance TennCare’s mission of improving lives through high-quality, cost-effective care.

A successful Respondent will additionally be prepared to provide services to eligible TennCare enrollees from other MCO Risk Contract plans under the TennCare Select service delivery and payment model as described in the Pro Forma Contract (RFP Attachment 6.5). The resulting intended awardee who is determined to be both responsive and responsible to this RFP shall take on this responsibility under the direction of TennCare (e.g. the circumstance that two of the contracted MCOs for the Risk contracts fail to perform their contractual and fiduciary obligations). MCO Risk enrollees would be assigned to TennCare Select as needed.

The State will contract with one successful Respondent, which is required to provide services in all three regions of the State (East, Middle, and West). The successful Respondent is anticipated to begin providing services under the resulting contract to prepare for actual enrollment of beneficiaries and management of benefits (i.e., “go live”) effective July 1, 2025, subject to readiness requirements defined herein.

Through this RFP, the State seeks to purchase the best services from the most qualified Respondent at a price set \$29 Per Member Per Month (PMPM). The State seeks to give ALL qualified businesses, including those that are owned by minorities, women, or persons with a disability, and small business enterprises, the opportunity to do business with the State as contractors and subcontractors. Services provided under TennCare, which are more fully described in Attachment 6.5, Pro Forma Contract, include administering the following covered benefits: physical health services, Behavioral Health Services, and LTSS; establishing and managing a provider network including credentialing and contracting with providers; utilization management; integrated care management and population health; quality management; Member services;

financial management; claims management; and maintaining sufficient information systems.

In addition to the Pro Forma Contract in RFP Attachment 6.5, the successful Respondent will also be required to sign the State of Tennessee, Division of TennCare Business Associate Agreement (BAA) included as Pro Forma Attachment XIV, including any revisions made to this document pursuant to federal and/or state law.

1.1.2. There is not cost associated to this procurement. Rates are set by TennCare's actuary.

## 1.2 Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.5., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

## 1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

## 1.4 RFP Communications

1.4.1 The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP # 31865-00637**

1.4.2 **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1 Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Matt Brimm  
 Division of TennCare  
 310 Great Circle Road, Nashville, TN 37228  
 (615) 687-5811  
 Matt.Brimm@tn.gov

1.4.2.2 Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a) staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and

- b) the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Talley A. Olson, Esq.  
 Division of TennCare, Office of Civil Rights Compliance  
 310 Great Circle Road, Nashville, TN 37228  
 (615) 852-0501  
 Talley.A.Olson@tn.gov

- 1.4.3 Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4 Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.4.1 Tennessee's Central Procurement Office (CPO) requires, per *CPO Policy #2013-009 Business Conduct and Ethics*, that all Organizational Conflict of Interest (OCI) pertaining to this procurement be disclosed to CPO. An OCI is defined as: "Organizational Conflict of Interest" means, as to Procurements, contracts or proposed contracts with the State, a circumstance arising out of a Contracting Party's existing or past activities, business or financial interests, Immediate Familial relationships, contractual relationships, or organizational structure (e.g., parent entities, subsidiaries, Affiliates, etc.) that results in: (i) Impaired Objectivity of a Contracting Party; (ii) An Unfair Competitive Advantage for any Respondent with respect to a Procurement; (iii) Biased Ground Rules; or (iv) Impropriety, as determined by the Chief Procurement Officer, with respect to any of the State's Procurements or contracts.
- Examples of an Organizational Conflict of Interest include:
- (1) When a Respondent would be evaluating the contract performance of its own services.
  - (2) A Respondent or proposed subcontractor is an existing TennCare contractor and has access to nonpublic, competitively useful information.
  - (3) If a Respondent employs a former TennCare employee.
  - (4) A Respondent participates in drafting a portion of the solicitation being procured.
- 1.4.4.2 CPO Policy #2013-009 requires OCIs be disclosed along with an OCI mitigation plan to avoid or mitigate the conflict. Potential Respondents must ensure that the State receives OCI disclosures no later than the Written Questions & Comments Deadline detailed in RFP Section 2, Schedule of Events.
- The OCI mitigation plan must contain, at a minimum, the following requirements:
- (1) A description of the OCI and how it is currently being handled by your organization;
  - (2) The proposed steps your organization will take to avoid or mitigate the conflict during the procurement;
  - (3) The person(s) responsible for reporting OCIs; and
  - (4) How the proposed plan will be communicated to employees and subcontractors.
- 1.4.4.3 Respondents are required to disclose the existence of OCIs that are known or discovered at any time during the procurement process. The disclosure requirement continues through the term of any contract awarded pursuant to the procurement. Upon request, any

Respondents and the awardee must disclose all facts bearing on an OCI.

- 1.4.5 Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.
- 1.4.6 The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7 The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website:  
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.
- 1.4.8 The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9 Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

#### **1.5 Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

#### **1.6 Respondent Required Review & Waiver of Objections**

- 1.6.1 Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.5., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2 Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3 Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

#### **1.7 Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held on: November 14, 2023 at 2:00 p.m. CST

Digital TEAMS meeting: [CLICK HERE TO JOIN THE MEETING](#)

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to Respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

#### **1.8 Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

**A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.**

#### **1.9 Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents shall be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

#### **1.10 Enrollee Assignment**

In the event that a new Managed Care Organization (MCO) is awarded the TennCare Select Contract under this procurement, all existing TennCare enrollees shall be assigned to the new MCO Contractor effective on the new contractor's Operational Start Date.

## 2 RFP SCHEDULE OF EVENTS

2.1 The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		November 6, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	November 9, 2023
3. Pre-response Conference	2:00 p.m.	November 14, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	November 15, 2023
5. Written "Questions & Comments" Deadline	2:00 p.m.	November 27, 2023
6. State Response to Written "Questions & Comments" and Organizational Conflict of Interest Disclosure Deadline		January 11, 2024
7. Response Deadline	2:00 p.m.	February 13, 2024
8. State Completion of Technical Response Evaluations		April 22, 2024
9. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 14, 2024
10. End of Open File Period		May 21, 2024
11. State sends contract to Contractor for signature		May 28, 2024
12. Contractor Signature Deadline	2:00 p.m.	July 1, 2024

2.2 **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8, Notice of Intent to Respond).



### 3 RESPONSE REQUIREMENTS

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#### 3.1 Response Form

A response to this RFP must consist of one part, a Technical Response.

- 3.1.1 **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.**

- 3.1.1.1 A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2 A response should be economically prepared, with emphasis on completeness and clarity and shall not exceed the page limits allocated to each Technical Response & Evaluation Guide section in Attachment 6.2 (any attachments in the form of narrative, maps, graphs, charts, or other nature will be accepted only as explicitly requested and included as an appendix that will not count against the page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12-point font for text. All response pages must be numbered.
- 3.1.1.3 All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4 A Respondent shall provide a copy of the Technical Response redacting confidential information in accordance with the Tennessee Public Records Act and submit in accordance with RFP Section 3.2. All redactions will be reviewed and considered by the State to ensure conformity with the Tennessee Public Records Act in the event of a public records request relating to this procurement. The State, at its sole discretion, will make the final determination whether such redactions are compliant with the Tennessee Public Records Act.
- 3.1.1.5 The State may determine a response to be non-responsive and reject it if:
- a) the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
  - b) the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

## 3.2 Response Delivery

- 3.2.1 A Respondent must ensure that both the original Technical Response documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2 A Respondent must submit original Technical Response documents and copies as specified below.
- 3.2.2.1 Digital Media Submission
- 3.2.2.1.1 Technical Response:
- The Technical Response document shall be in the form of one (1) digital document and one (1) redacted digital document in “PDF” format properly recorded on its own otherwise blank USB flash drive and shall be clearly identified as the:
- “RFP # 31865-00637 TECHNICAL RESPONSE ORIGINAL”**
- And one (1) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, USB flash drive clearly labeled:
- “RFP # 31865-00637 TECHNICAL RESPONSE COPY”**
- The customer references shall be delivered by each reference in accordance with RFP Attachment 6.3, Reference Questionnaire.
- 3.2.2.2 E-mail Submission
- 3.2.2.2.1 Technical Response:
- The Technical Response document shall be in the form of one (1) digital document and one (1) redacted digital document in “PDF” format or other easily accessible digital format attached to an email to the Solicitation Coordinator. Both the subject and file name shall both be clearly identified as follows:
- “RFP # 31865-00637 TECHNICAL RESPONSE”**
- The customer references shall be delivered by each reference in accordance with RFP Attachment 6.3, Reference Questionnaire.
- 3.2.3 For email submissions, the Technical Response document must be dispatched to the Solicitation Coordinator in separate e-mail messages. For paper and digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
- 3.2.3.1 The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:
- “DO NOT OPEN... RFP # 31865-00637 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.2 The separately, sealed Technical Response components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:
- “RFP # 31865-00637 SEALED TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.3 Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

- 3.2.4 A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Matt Brimm  
 Division of TennCare  
 310 Great Circle Road, Nashville, TN 37228  
 (615) 687-5811  
 Matt.Brimm@tn.gov

### 3.3 Response & Respondent Prohibitions

- 3.3.1 A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it. If a Respondent seeks to clarify or supplement contract terms and conditions, the State recommends that the Respondent proposes such questions during the "Questions & Comments". However, a response shall not be conditioned on the State's acceptance of any requested changes in alignment with RFP Sections 3.3.2 and 5.3.5.
- 3.3.2 A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3 A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4 A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.5 A Respondent must not submit more than one Technical Response in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response, the State will deem all of the responses non-responsive and reject them.
- 3.3.6 A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.7 The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.7.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.7.2 A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.7.3 A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a

proposal from the employee and shall not constitute a prohibited conflict of interest.

3.3.8 This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

**3.4 Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

**3.5 Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

**3.6 Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services.

**3.7 Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

## 4 GENERAL CONTRACTING INFORMATION & REQUIREMENTS

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### 4.1 RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8, Notice of Intent to Respond). A response must address the final RFP (including its attachments) as amended.

### 4.2 RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

### 4.3 State Right of Rejection

- 4.3.1 Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2 The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

### 4.4 Assignment & Subcontracting

- 4.4.1 The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2 If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).
- 4.4.3 Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.4 After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.4.5 Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

### 4.5 Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

### 4.6 Insurance

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be

considered a material breach and grounds for contract termination.

#### **4.7 Professional Licensure and Department of Revenue Registration**

- 4.7.1 All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2 Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3 Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: [https://tntap.tn.gov/eservices/\\_/#1](https://tntap.tn.gov/eservices/_/#1)

#### **4.8 Disclosure of Response Contents**

- 4.8.1 All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2 The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3 Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

#### **4.9 Contract Approval and Contract Payments**

- 4.9.1 After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2 This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3 No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
  - 4.9.3.1 The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

- 4.9.3.2 All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.5, *Pro Forma* Contract, Section C).
- 4.9.3.3 If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

#### **4.10 Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

#### **4.11 Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

#### **4.12 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

#### **4.13 Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

## 5 EVALUATION & CONTRACT AWARD

### 5.1 Evaluation Categories & Maximum Points

The State will consider qualifications, experience and technical approach in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>20</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>80</b>

### 5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1 **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

- 5.2.1.1 The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2 The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A – Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:
  - a) the response adequately meets RFP requirements for further evaluation;
  - b) the State will request clarifications or corrections for consideration prior to further evaluation; or,
  - c) the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3 Proposal Evaluation Team Members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4 For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team Member scores for RFP Attachment



6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

- 5.2.1.5 In the event a Proposal Evaluation Team Member(s) is predetermined by TennCare as a partial Evaluation Team Member(s) to only evaluate specific RFP Attachment 6.2 Section C – Technical Qualifications, Experience, & Approach response items, the RFP Attachment 6.4 Score Summary Matrix will be adjusted to appropriately weigh scoring for partial Evaluation Team Member(s) to support the competitive award process.
- 5.2.1.6 The Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2 **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.2.1 Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.2.2 Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.2.3 If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.3 **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.4., Score Summary Matrix).

### 5.3 Contract Award Process

- 5.3.1. The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to the contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

**NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.**

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Respondent must sign the Contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiations prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

### RFP # 31865-00637 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

**The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.5., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.5., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

**By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**

**SIGNATURE:**

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**PRINTED NAME & TITLE:**

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**DATE:**

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**RESPONDENT LEGAL ENTITY  
NAME:**

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### TECHNICAL RESPONSE & EVALUATION GUIDE

**SECTION A: MANDATORY REQUIREMENTS.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. The Respondent shall NOT exceed 15 pages in addressing items detailed below in Section A – Mandatory Requirement Items. Any attachments in the form of narrative, maps, graphs, charts, or other nature will be accepted only as explicitly requested and included as an appendix that will not count against the page limit. The table of contents will be excluded from the page limit for Section A – Mandatory Requirement Items.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent Completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1) and Statement of Attestations (RFP Attachment 6.6) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual or subcontractor who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. This shall be inclusive of any proposed subcontractor(s) that hold current effective Contracts with the State of Tennessee.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	Provide a current bank reference indicating that the Respondent maintains a satisfactory business relationship with the financial institution. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	<b>A.4.</b>	Provide an official document or letter indicating the Respondent's financial standing. Respondent's may submit one of the following four options:	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent Completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		<ol style="list-style-type: none"> <li>1. Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive).</li> <li>2. Provide documentation disclosing the amount of cash flows from operating activities for the Respondent's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</li> <li>3. Provide a consolidated current financial statement for the parent company of Respondent, if applicable.</li> <li>4. Provide a financial guaranty from the parent company, if applicable.</li> </ol>	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team Members will independently evaluate and assign one score for all responses to Section B – General Qualifications & Experience Items. The Respondent shall NOT exceed 25 pages in addressing items detailed below in Section B – General Qualifications & Experience Items. Any attachments in the form of narrative, maps, graphs, charts, or other nature will be accepted only as explicitly requested and included as an appendix that will not count against the page limit. The table of contents, B.15 attachments, B.20 attachments, B.21 attachments, B.22 resumes, and B.24 attachments will be excluded from the page limit for Section B – General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent Completes)	Item Ref.	Section B— General Qualifications & Experience Items
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	<b>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.
	<b>B.6.</b>	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	<b>B.7.</b>	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.8.</b>	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	<b>B.9.</b>	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	<b>B.10.</b>	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent Completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>
	B.11.	<p>Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p>
	B.12.	<p>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></p> <p>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</p>
	B.13.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent Completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.
	B.14.	<p>Provide a statement of whether or not the Respondent, including any proposed subcontractors, has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</li> <li>(b) the procuring State agency name;</li> <li>(c) a brief description of the contract's scope of services;</li> <li>(d) the contract period; and</li> <li>(e) the contract number.</li> </ul>
	B.15.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> <li>(a) has within the past five (5) years been presently debarred, suspended, had regulatory action, sanction, proposal for debarment, voluntarily exclusion from covered transactions by any federal or state department or agency, including both monetary and non-monetary sanctions imposed by any federal or state regulatory entity. If so, identify and describe any letter of deficiency and/or any overview of findings issued by, as well as any corrective actions requested or required by, any federal or state regulatory entity within the last five (5) years that relate to Medicaid or Children's Health Insurance Program (CHIP) contracts;</li> <li>(b) has within the past three (3) years, been convicted of, indicted, criminally or civilly charged, or had a civil judgment rendered against the contracting party, including parent or subsidiary company, from commission of fraud (Medicaid and Non-Medicaid related), or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</li> <li>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above in (a) or (b), Medicaid or Non-Medicaid related, including a parent or subsidiary company; and</li> <li>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</li> </ul> <p><b>Respondent shall include the Respondent's parent organization, affiliates, and subsidiaries.</b></p> <p>Note: Pages clearly identified as supporting documentation for this requirement are excluded from the Section B page limit.</p>
	B.16.	<p>For any and all contracts including, in whole or in part, the TennCare Select Contract as detailed in <i>Pro Forma</i> Contract, Attachment 6.5, provide a full listing of:</p> <ul style="list-style-type: none"> <li>(a) Any and all liquidated damages paid, deducted, or set off from any payment due to Respondent and a narrative specifying the triggering event within the last two (2) years; and</li> <li>(b) Terminated contracts (mutually or otherwise) with any other public entity (federal, state, local, or territories) within the last two (2) years. For each termination, provide a narrative explanation. Include both terminations for cause and convenience.</li> </ul>



RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent Completes)	Item Ref.	Section B— General Qualifications & Experience Items
	<b>B.17.</b>	<p>Please provide (in table format) the Respondent's current ratings as well as ratings for each of the past three years from each of the following:</p> <p>(a) AM Best Company (financial strengths ratings);</p> <p>(b) TheStreet.com, Inc. (safety ratings); and</p> <p>(c) Standard &amp; Poor's (long-term insurer financial strength).</p> <p>Please provide (in table format) the Respondent's current and each of the previous 3 years status of compliance with net worth requirements for each state the Respondent has or had been contracted for publicly-funded managed care contracts for Medicaid/CHIP and/or other low-income individuals.</p> <p><b>Respondent shall include the Respondent's parent organization, affiliates, and subsidiaries.</b></p>
	<b>B.18.</b>	<p>Identify whether the Respondent has had a Medicaid MCO contract terminated or not renewed within the past five (5) years. If so, please describe the reason(s) for the termination/non-renewal, the parties involved, and provide the address and telephone number of the client. If the contract was terminated/non-renewed based on the Respondent's performance, please describe any corrective action taken to prevent any future occurrence of the problem leading to the termination/non-renewal.</p> <p><b>Respondent shall include the Respondent's parent organization, affiliates, and subsidiaries.</b></p>
	<b>B.19.</b>	<p>Identify all of the Respondent's publicly-funded managed care contracts for Medicaid/CHIP and/or other low-income individuals within the last three (3) years. Respondents shall include this information as a separate attachment to their Section B response. The attachment shall be titled "Attachment B.19: Publicly-Funded Managed Care Contracts for Medicaid/CHIP and/or Other Low-Income Individuals" and will not count towards the Section B page limit.</p> <p>For each managed care contract described in Attachment B.19, the Respondent shall note the state, the term of the contract, whether the plan was at full or partial risk, and the array of capitated covered services, including physical health services, Behavioral Health Services, and non-emergency medical transportation, to each of the following populations where applicable to the Respondent's specified managed care contract:</p> <ul style="list-style-type: none"> <li>• Medicaid and CHIP enrollees under age 21;</li> <li>• Children with complex medical needs and disabilities;</li> <li>• Children in foster care/state protective services;</li> <li>• Pregnant women;</li> <li>• Persons diagnosed with BH conditions;</li> <li>• Persons diagnosed with Serious and Persistent Mental Illness (SPMI)/Serious Emotional Disorder (SED);</li> <li>• Older adults and adults with physical disabilities (the Respondent may include relevant information pertaining to management of Medicare benefits for dual eligible beneficiaries, but shall also describe its Medicaid managed care experience for this population); and</li> <li>• Persons with I/DD, including those with co-occurring BH diagnoses or complex behavior support needs.</li> </ul> <p>When describing the Respondent's experience with each of these populations, the Respondent shall, specifically and distinctly, describe for each applicable Medicaid managed care contract in the past three years: the # of lives covered, geographic coverage area, benefit array, and measurable outcomes achieved.</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent Completes)	Item Ref.	Section B— General Qualifications & Experience Items
	<b>B.20.</b>	<p>The Respondent shall describe its Medicaid LTSS experience serving each of the following populations:</p> <ul style="list-style-type: none"> <li>• Older adults;</li> <li>• Adults with physical disabilities;</li> <li>• Individuals with I/DD;</li> <li>• Children under age 21 with complex medical needs and disabilities; and</li> <li>• Dual-eligible beneficiaries.</li> </ul> <p>When describing the Respondent's experience with each of these populations, the Respondent shall, specifically and distinctly, describe for each applicable contract in the past three years: the # of lives covered, geographic coverage area, benefit array, and measurable outcomes achieved.</p> <p>Note: Pages clearly identified as supporting documentation for this requirement are excluded from the Section B page limit.</p>
	<b>B.21.</b>	<p>Identify the Respondent's Medicare Part C Star Ratings and any warning letters, corrective action plans, or deficiency notices related to the Respondent's Medicare Parts C and D plans, as applicable, for the past five (5) years. Describe the reason(s) for any star rating below 3.0 and any warning letter, corrective action plan, or deficiency notice; actions taken by the Respondent in response to each identified issue, and the current status of each Plan's performance regarding such issue.</p> <p><b>Respondent shall include the Respondent's parent organization, affiliates, and subsidiaries.</b></p> <p>Note: Pages clearly identified as supporting documentation for this requirement are excluded from the Section B page limit.</p>
	<b>B.22.</b>	<p>Describe the Respondent's corporate structure, reporting structure, and organizational structure overall and applicable to this proposal. Specifically, the Respondent shall describe and provide:</p> <p>(a) Corporate structure overall and high-level organizational chart including the Respondent's parent organization, affiliates, and subsidiaries.</p> <p>(b) The organizational structure that would be implemented in Tennessee in accordance with Contract requirements, including how this proposed Tennessee structure relates to the broader health plan structure.</p> <p>(c) The reporting structure and organizational chart(s) for the Respondent's proposed Tennessee operations, specifically identify key functional areas including quality management, finance, physical health, BH, LTSS, D-SNP, care management, network management, provider services, Member services, utilization management, claims management, program integrity, and</p> <p>(d) Job descriptions and resumes of leadership positions and program experts that would be involved in your health plan's implementation for TennCare, including</p> <ul style="list-style-type: none"> <li>a. C-suite executive positions such as CEO, COO, CFO, CMO and a confirmation that all of these positions will be located in Tennessee</li> <li>b. Leadership or program experts involved in the implementation of Behavioral Health Services</li> <li>c. Leadership or program experts involved in implementation of CHOICES, Employment and Community First (ECF) CHOICES, and other integrated Managed Long Term Services and Supports (MLTSS) programs for individuals with I/DD, and D-SNP programs.</li> </ul>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent Completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		Note: Pages clearly identified as supporting documentation for this requirement are excluded from the Section B page limit.
	<b>B.23.</b>	Respondent shall describe how its background and experience will enable it to comply with the applicable federal and state civil rights laws. These laws prohibit discrimination based on a person's race, color, national origin, sex, age, religious, disability, or other status protected under federal and state laws. For example, describe Respondent's ability to ensure that network providers provide physical access, reasonable accommodations, and accessible equipment to TennCare Members with physical or mental disabilities and provide language and communication assistance services to individuals who do not speak English or to individuals with disabilities.
	<b>B.24.</b>	Please provide a narrative on the MCO's approach to information systems and experience with these systems and complete the IS Attachments 6.7 and 6.8. Note: The attachments will not count towards the Section B page limit.
<b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> <i>(maximum possible score = 20)</i>		
Numbers shall not exceed two decimal places to the right		
<i>State Use – Evaluator Identification:</i>		

## TECHNICAL RESPONSE & EVALUATION GUIDE

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required. The Respondent shall include a reference to the corresponding Item Reference and the Technical Qualifications, Experience & Approach Item for which they are responding as a header to their response. The Respondent must also detail the response page number for each item in the appropriate space below. The Response shall NOT exceed 200 pages in addressing items detailed below in Section C – Technical Qualifications, Experience & Approach Items. Any attachments in the form of narrative, maps, graphs, charts, or other nature will be accepted only as explicitly requested and included as an appendix that will not count against the page limit. The table of contents, C.4.c attachment, C.7.a.ii attachment, and C.7.a.iii attachments will be excluded from the page limit for Section C – Technical Qualifications, Experience & Approach Items.

The Respondent's response to these items shall reflect an understanding of the requirements of the Pro Forma Contract (RFP Attachment 6.5) and review of the information provided in the State's Procurement Library (Pro Forma Attachment XIII). The Respondent shall describe how its approach to service delivery will achieve optimal outcomes for all Members (regardless of race/ethnicity, age, or disability). Specifically, the Respondent shall detail how it will tailor its programs and business processes to ensure that all Members have access to and utilize covered services in an appropriate manner to maximize health outcomes.

The responses to the questions shall be divided so that there is a separate answer to each of the sub-questions (i.e. the responses to C.1 shall be clearly separated into a response to C.1.a., a response to C.1.b., a response to C.1.c., and so on for all the questions). However, the Respondent can choose whether or not to divide sub-questions if there are further divisions (i.e. the Respondent can choose whether to respond to C.1.e.i and C.1.e.ii together or separately).

Example:

C.1

Managing Care of Children in DCS Custody and Children Transitioning Out of DCS Custody

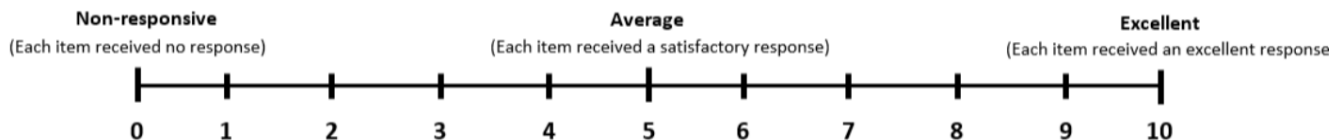
- C.1.a. The Respondent shall describe its proposed approach and innovative strategies to coordinate with the State's Department of Children's Services (DCS) and to provide immediate and ongoing health care services to the children, determined by DCS, that are in State Custody or transitioning out of State Custody.

The Respondent shall provide responses that comply with the minimum requirements described in Attachment 6.5, Pro Forma Contract.

The Respondent should include only descriptions of its proposed approach and innovative strategies that the Respondent commits to implement in Tennessee under this procurement, as well as the relevant experience that shows the Respondent will be successful. Any portion of responses to be conducted by a subcontractor should be noted and an explanation provided for how that will be no less effective than if done internally.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following point scale for which whole number ratings (i.e., 9 or 7) can be used for scoring each item as long as the rating does not exceed the ten-point scale (i.e., 10.):



The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

**All Section references in Technical Proposal & Evaluation Guide – Section C are to RFP Attachment 6.5, Pro Forma Contract.**

Section C – Comprehensive Technical Qualifications					
RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	<p><b><u>Managing Care of Children in DCS Custody and Children Transitioning Out of DCS Custody</u></b></p> <p>C.1.a The Respondent shall describe its proposed approach and innovative strategies to coordinate with the leadership and regional staff at the State’s Department of Children’s Services (DCS) and to provide immediate and ongoing health care services to the children, determined by DCS, that are in State Custody or transitioning out of State Custody.</p> <p>C.1.b The Respondent shall describe its proposed approach and innovative strategies to contract and incentivize Primary Care Providers (PCPs) to participate in a Best Practice Network (BPN) to serve children immediately upon entering State Custody as well as case managing and coordinating necessary care immediately and thereafter while eligible for TennCare Select. The Respondent shall describe how it plans to negotiate with current BPN providers in order to retain providers familiar with the needs of children in and/or transitioning out of State Custody as well as attract new PCPs to participate in the BPN.</p> <p>C.1.c The Respondent shall describe how they will develop relationships with Health Departments.</p> <p>C.1.d The Respondent shall describe its proposed approach to contract with and monitor the state-recognized Centers of Excellence (COE) for Children in or at Risk of State Custody.</p> <p>C.1.e The Respondent shall describe the approach for providing medical, BH, and social services to children in custody. The description shall include examples that speak to experience in providing these services to the Member population. The response shall include:</p> <ul style="list-style-type: none"> <li>C.1.e.i How academic needs will be met through school-based services</li> <li>C.1.e.ii Expected social service needs and approach to meet each</li> <li>C.1.e.iii Expected BH needs unique to the population. Treatment plans/procedures to diagnose BH issues of children in custody shall also be defined</li> <li>C.1.e.iv Resources that will be leveraged to assist with and address mental health needs associated with living in foster care</li> </ul> <p>C.1.f The Respondent shall additionally describe the approach for providing medical, BH, and social services to children transitioning out of custody into supported housing, other adult psychiatric rehabilitation services, or the community. The description shall include examples</p>		130	

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		<p>that speak to experience in providing these services to the Member population. The response shall include:</p> <p>C.1.f.i What transition processes and supports might look like when transitioning children to different types of settings, especially for children with significant BH conditions and/or, I/DD,</p> <p>C.1.f.ii Systems that will ensure continuity of care,</p> <p>C.1.f.iii Supports that will ensure continuity of care,</p> <p>C.1.f.iv What data will be leveraged and how,</p> <p>C.1.f.v How loss of healthcare coverage will be prevented during and after transitioning children out of custody,</p> <p>C.1.f.vi How children also transitioning to dual-eligibility will be covered through age 26, and</p> <p>C.1.f.vii Expected challenges for this transitioning population and how proposed challenges will be addressed.</p> <p>C.1.f.viii The Respondent shall describe its proposed approach to ensure that foster parents are an involved party in during custody and through the child's transition out of custody, including outreach and education activities.</p>			
	C.2.	<p><b><u>Managing Care of Children under 21 who are SSI Eligible</u></b></p> <p>C.2.a The Respondent shall describe the approach for managing care of children under 21 who are Supplemental Security Income (SSI) eligible. The description shall include examples that speak to experience in providing these services to the Member population. The response shall include</p> <p>C.2.a.i Strategies and materials to effectively communicate policy rule and eligibility changes to Members for increased awareness and prevention of foregone benefits.</p> <p>C.2.a.ii. Strategies to support the State in increasing awareness of the services available to SSI eligible children (under 21) and eligibility for other programs that aid in coverage for often</p>		80	

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		<p>expensive medical treatments, services, and medications.</p> <p>C.2.a.iii. Methods to support and simplify the process for Members to maintain their benefits;C.2.a.iv approach, including tools and practices to promote continuity of care and simplify the process as Members transition to new programs or age-out of their current program.</p>			
	<b>C.3.</b>	<p><b><u>SelectCommunity – Non-Katie Beckett</u></b></p> <p>C.3.a The Respondent shall describe the approach for managing care of Members receiving services in an institution or receiving Home- and Community-Based Services (HCBS) under a Section 1915(c) waiver program for persons with intellectual disabilities, including those that are a part of the previous Arlington Class enrolled February 9, 2018. The description shall include examples that speak to experience in providing these services to the Member population. The response shall include</p> <p>C.3.a.i Strategies to increase the efficacy of home and community-based BH benefits for children and adolescents with significant mental health conditions.</p> <p>C.3.a.ii Policies and practices that promote trauma informed systems of care.</p> <p>C.3.a.iii Strategies that address barriers for Members with multiple diagnoses including significant mental health conditions and I/DD or SUD.</p> <p>C.3.a.iv Early intervention services for at-risk Members without formal mental health diagnoses.</p>		<b>60</b>	
	<b>C.4.</b>	<p><b><u>SelectCommunity – Katie Beckett</u></b></p> <p>C.4.a The Respondent shall describe its proposed approach and innovative strategies to meet or exceed the minimum SelectCommunity Contract requirements serving each of the following populations:</p> <p>C.4.a.i Children in Katie Beckett Part A</p> <p>C.4.a.ii Individuals with I/DD grandfathered in to TennCare Select through SelectCommunity</p> <p>C.4.a.iii Dual-eligible beneficiaries</p> <p>The Respondent shall describe its relevant recent experience implementing these strategies in Medicaid programs. The Respondent shall, specifically and distinctly, describe any challenges/lessons learned from recent experience, as well as innovative strategies the Respondent has successfully implemented, the impact</p>		<b>80</b>	

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		<p>of those strategies, and how these would inform the Respondent’s proposed approach.</p> <p>C.4.b The Respondent shall describe its proposed Tennessee organizational structure, systems and processes to support SelectCommunity individuals, and D-SNP operations, including how such structure relates to the broader health plan structure and how its structure, systems and processes will ensure the effective and efficient operation of these programs in accordance with Contract requirements.</p> <p>C.4.c The Respondent shall submit (as an attachment) an evidence-based Model of Care that comports with requirements set forth in Chapter 5 of the Medicare Managed Care Manual and with requirements set forth in the Pro Forma Contract for each of the SelectCommunity populations the Respondent is required to serve under this Contract.</p> <p>C.4.d The Respondent shall describe how it would implement the Electronic Visit Verification (EVV) requirements described in the Pro Forma Contract and manage such processes to improve the Member, worker, and provider experience, and ensure compliance with requirements set forth in the Pro Forma Contract and the 21st Century Cures Act. The Respondent shall describe its relevant recent experience in designing and/or implementing an EVV system in Medicaid programs, including challenges, improvements, and lessons learned, and how that informs its proposed approach.</p> <p>C.4.e The Respondent shall describe how it would leverage Telehealth to improve access and drive quality outcomes for SelectCommunity Members in rural areas and for specialty services in Tennessee. The Respondent shall describe its recent relevant experience and outcomes achieved in using Telehealth models it commits to implement in Tennessee to improve access and drive quality outcomes for the SelectCommunity Population , including dual eligible populations in Medicaid programs, and how that informs its proposed approach.</p> <p>C.4.f The Respondent shall describe the approach for managing care of children receiving services through the Katie Beckett program. The description shall include examples that speak to experience in providing these services to the Member population. The response shall include:</p> <p style="padding-left: 40px;">C.4.f.i Strategies to identify and maximize opportunities for cost savings that increase availability and prioritization of HCBS over institutionalized care.</p> <p style="padding-left: 40px;">C.4.f.ii Strategies to incentivize direct care workers in HCBS settings.</p>			



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		<p>C.4.f.iii How preventive care and mental health treatments will be prioritized.</p> <p>C.4.f.iv Identified challenges/barriers to enrollment.</p> <p>C.4.f.v Strategies to achieve timely eligibility determinations and enrollments for these Members, including indicators leveraged for monitoring successful care and enrollment.</p> <p>C.4.f.vi Processes for appropriately managing transition of and continuity of care for children aging out of the program.</p>			
	C.5.	<p><b><u>Mental Health (MH) and Substance Use Disorder (SUD)</u></b></p> <p><u>Mental Health</u></p> <p>C.5.a The Respondent shall describe its proposed approach and innovative strategies for implementing a BH program that meets or exceeds the minimum mental health and substance use disorder TennCare Contract requirements and focuses on maintaining a high standard of care: recovery, resiliency, increased community tenure/integration, improved outcomes, screening and prevention. The Respondent shall, specifically and distinctly, describe any challenges/lessons learned from current experience, as well as innovative strategies the Respondent has successfully implemented and commits to implement in Tennessee, and the impact of those strategies.</p> <p>C.5.a.i The Respondent shall describe its approach to and experience with successfully serving individuals with Serious and Persistent Mental Illness (SPMI)/Serious Emotional Disorder (SED). Specifically, the Respondent shall describe the steps it commits to take as part of this TennCare Select Contract to work to increase alternative community-based services, minimize the number of emergency department presentations, psychiatric hospital (including involuntary) and residential (psychiatric and substance use disorder) treatment center admissions, and ensure follow-up care is provided as medically necessary.</p> <p>C.5.a.ii The Respondent shall describe its approach to and experience with successfully serving children and youth with complex BH and/or medical needs (including children in and/or transitioning out of State Custody), including innovative approaches to implementing a statewide initiative to increase specialized assessment and treatment services for these children, including design, implementation, provider and child advocate involvement and</p>		50	

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		<p>outcome measurement as part of this TennCare Select Contract.</p> <p>C.5.b The Respondent shall describe how its current integration of personnel and systems or its planned integration prior to the Operational Start Date of the next TennCare Select Contract will support integrated behavioral and physical case services and care coordination for Members. The Respondent shall describe how it will deliver care coordination of physical and BH care in order to improve the efficacy and quality of care for Members with BH needs. The Respondent shall further describe how its provider contracts and contracting practices, provider relations, claims payment, clinical support and other attributes will support integration of physical and BH care. These efforts shall be in addition to Tennessee Health Link (THL) program. The Respondent shall describe its relevant recent experience supporting the delivery of integrated behavioral and physical health care services and care coordination for Members in Medicaid programs.</p> <p><u>Substance Use Disorder (SUD)</u></p> <p>C.5.c The Respondent shall describe its proposed approach and innovative strategies for providing the required SUD services and how the Respondent commits to work with TennCare Select Members with substance use disorder needs. The Respondent shall describe how it will provide treatment across the continuum of care for Members with SUD. The Respondent shall describe how it will address SUD including but not limited to providing Medication Assisted Treatment (MAT) and supporting care coordination for Members with SUD. The Respondent shall describe how it will measure quality of care for Members receiving treatment and use those outcomes to continually improve its approach to providing SUD services.</p> <p><u>Individuals with I/DD and Co-Occurring BH Conditions or Behavior Support Needs</u></p> <p>C.5.d Describe the Respondent’s approach to and experience with building the statewide capacity and continuum and supporting the delivery of high value Behavioral Health Services to children and adults with I/DD and co-occurring BH conditions and/or behavior support needs. The Respondent shall describe its relevant recent experience managing BH benefits for individuals with I/DD in Medicaid programs, including outcomes achieved, challenges, improvements, and lessons learned, and how that informs its proposed approach. Specifically, please address how the Respondent will address requirements related to critical opportunities for family-centered care, collaboration with Department of Intellectual and Developmental Disabilities</p>			

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		(DIDD), and for integration and coordination of BH and LTSS in order to improve the quality and cost-effectiveness of care for this TennCare population.			
	C.6.	<p><b><u>Provider Support and Network Adequacy</u></b></p> <p><u>Provider Support</u></p> <p>C.6.a The Respondent shall describe its proposed approach to Medicaid network development, network management, and provider services for each TennCare Select program and population (including BPN providers, other PCPs, behavioral health care providers, and medical specialists). The Respondent shall specifically identify strategies and programs the Respondent has implemented to support, strengthen and develop its provider network(s) in other Medicaid programs and how it would implement those strategies under this Contract to meet the needs of each population.</p> <p>C.6.a.i How the Respondent will increase collaboration between the child welfare and Medicaid systems to ensure health-care coverage for youth who age out of foster care.</p> <p>C.6.a.ii The Respondent's approach to provider engagement, including examples of successful provider engagement strategies and how they will be implemented.</p> <p>C.6.a.iii The Respondent's approach to health Providers Relations &amp; Support/Technology to better integrate BH and physical healthcare.</p> <p>C.6.b The Respondent shall describe how it will support its network providers to meet the requirements throughout this contract. Specifically, the Respondent shall describe:</p> <p>C.6.b.i How the Respondent will use data analysis and partnering with providers to improve quality and efficiency of the services received by Members.</p> <p>C.6.b.ii How the Respondent will improve timeliness for determinations and enrollment or eligibility processes, such as enhanced system capabilities, modified staffing arrangements, tools for monitoring waiting lists, or data-sharing across systems to identify and facilitate enrollment for eligible individuals.</p> <p>C.6.b.iii How the Respondent will ensure that providers receive timely payment and appropriate support over the course of the Contract, including how the Respondent will support providers with high claims denial rates.</p>		40	

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		<p>C.6.b.iv The processes the Respondent will implement to effectively manage provider relations and communications including activities and approaches that it will implement to support providers to reduce the number of provider complaints, contracting issues, prior authorization, the assignment of Members, and claims concerns.</p> <p>C.6.b.v The Respondent’s approach to provider engagement, including examples of successful provider engagement strategies, how PCPs will identify specialty network providers for referrals, and how they will be implemented in Tennessee.</p> <p>C.6.b.vi The Respondent’s method of communicating who is the provider’s assigned provider relations representative and if Respondent has website lookup capability for a provider to find the name and contact information of their assigned provider relations representative.</p> <p><u>Network Adequacy</u></p> <p>C.6.c The Respondent shall describe how it will ensure timely access to primary care services, specialty care services, Behavioral Health Services and long-term care services necessary to promote TennCare’s goals and contract requirements for all of its eligible populations. Specifically, the Respondent’s proposal shall separately and distinctly include the Respondent’s approach to the following:</p> <p>C.6.c.i Identification of network gaps (time/distance standards, after-hours clinic availability, wait time for appointments, closed panels, specialty populations, etc.) and how those gaps will be addressed;</p> <p>C.6.c.ii Utilization and reporting of encounter data and provider enrollment data to support Network Adequacy analyses;</p> <p>C.6.c.iii Strategies that will be deployed in Tennessee to increase provider capacity and meet the needs of Members where network gaps are identified;</p> <p>C.6.c.iv Strategies that will be deployed in Tennessee (including a description of data sources utilized) for monitoring compliance with the provider network standards in Pro Forma Contract, including timeliness to appointments;</p> <p>C.6.c.v Standardized processes and provider agreement language that will be included in agreements for the following provider types to support Members and providers in the timely</p>			

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		<p>scheduling of appointments for identified provider types (determined by TennCare), such as: Allergists; Cardiologists; Chiropractors; Dermatologists; Endocrinologists; Gastroenterologists; General Surgeons; Licensed mental health specialists; Neurologists; Obstetricians/gynecologists; Oncologists/hematologists; Nephrologists; Neurosurgeons; Ophthalmologists; Orthopedists; Otolaryngologists; Opioid Use Disorder (OUD) treatment providers; PCPs (to include Nurse Practitioners/Physician Assistants); Psychiatrists (adult/child and adolescent); Urologists; or for special populations;</p> <p>C.6.c.vi Strategies that will be implemented in Tennessee for recruitment and retention efforts planned for each provider type, including performance metrics that will be used to determine provider’s success in making progress towards TennCare’s goals for access and quality;</p> <p>C.6.d. The Respondent shall describe its approach to meet or exceed the minimum contract requirements to ensure timely access to HH, Private Duty Nursing (PDN), and the specific actions it will take under this Contract to identify, address, and minimize gaps in care, and to ensure a network of high-quality providers that can achieve individual and program outcomes.</p> <p>C.6.e The Respondent shall describe how it monitors network access requirement and if it uses Quest Analytics Software.</p>			
	C.7.	<p><b>Quality Improvement, Population Health, and EPSDT Services and Turning 21 Years of Age (T21)</b></p> <p><u>Quality Improvement</u></p> <p>C.7.a The Respondent shall describe its approach to overall Quality Improvement and specific strategies that will be used to advance TennCare’s Quality Strategy across all programs and populations, including physical health and BH of TennCare Select Members. The Respondent shall describe how it would leverage its experience to improve quality of care and quality outcomes in Tennessee, including how it will monitor and assure compliance with contract requirements, and how it will drive Quality Improvement across all programs and populations. The Respondent shall describe its plan to implement the minimum contract requirements.</p> <p>C.7.a.i The Respondent shall describe how it will share performance data with TennCare Select providers in a timely, actionable manner, describe</p>		40	

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RESPONDENT LEGAL ENTITY NAME:					
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		<p>any challenges/lessons learned from current experience, as well as innovative strategies the Respondent has successfully implemented and commits to implementing in Tennessee, and the impact of those strategies. Identify specific supports/tools the Respondent will make available to TennCare providers to assist their efforts to improve care quality. Identify firm dates these tools will be available to providers in Tennessee.</p> <p>C.7.a.ii. The Respondent shall provide (as an attachment) documentation from NCQA for all of the Respondent’s Medicaid managed care contracts that shows full accreditation status. The 1-2 page document shall include at a minimum: product line, accreditation status, effective date, and expiration date.</p> <p>C.7.a.iii. The Respondent shall provide (as an attachment) a copy of the Respondent’s two most recent External Quality Review (EQR) report (pursuant to Section 1932(c)(2) of the Social Security Act) that provide a review of compliance with Medicaid regulations. The reports shall be provided for the Medicaid contracts that had the largest number of Members as of August 4, 2023. The most recent report shall include the entire EQR report with copies of any request for corrective action plan(s) associated with the report and response provided.</p> <p>The second most recent report does not require the entire EQR report, nor will it require the specific CAPs and associated follow-ups. Instead it shall include an Executive Summary that includes an overview of the report, methodology, results (including number of any non-compliant findings and corrective action plans), and brief reference to the standards and measures reviewed.</p> <p>C.7.b The Respondent shall describe its experience leading and participating in collaborative Quality Improvement projects with other Medicaid programs and propose two ideas for collaborative Quality Improvements to improve TennCare Select Members’ outcomes and reduce the cost of their care such as community initiatives to improve care for specific populations and/or collecting, analyzing, and sharing provider performance data in a more collaborative manner and standardized format for primary care and/or other participating providers.</p> <p>C.7.c The Respondent shall describe its experience and plan to implement Quality Improvement that aims to reduce disparities by targeting key health outcome measures and by applying a population health lens.</p>			

Section C – Comprehensive Technical Qualifications					
RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p><u>Population Health</u></p> <p>C.7.d The Respondent shall describe how it will address Non-Medical Risk Factors (NMRF) to improve the health status of the Members. NMRF are defined as the factors in a Member's life outside of traditional medical care that contribute to the risks and resiliency of their health. NMRF can include the Member's community, employment, education, housing, access to nutritious food, stress, etc.</p> <p>C.7.d.i The Respondent shall describe its approach to and experience with collecting data on NMRF for targeted Medicaid populations, the types of domains and metrics collected, standardized screening tools that are utilized, and methods used to analyze and act on the data.</p> <p>C.7.d.ii In the case that the state does not supply an aligned Closed-Loop Referral System (CLRS), the Respondent shall include detail on the community-based referral platform it plans to use to monitor or close the loop on referrals and/or monitor community-based partnership development activities. In the case that the state supplies an aligned CLRS, the respondent shall describe how it will work to address NMRF.</p> <p>C.7.d.iii. The Respondent shall describe how data on TennCare Members' NMRF will be used to inform care management, and how it will use this data and analysis to inform its partnerships with health care providers.</p> <p><u>Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Services</u></p> <p>C.7.e The Respondent shall describe its approach to providing EPSDT for Medicaid enrolled children under age 21. The Respondent shall include detailed examples of experience providing EPSDT services in Tennessee and/or other states.</p> <p>C.7.e.i What expectations and management of service delivery across various settings for well-childcare at acute visits looks like.</p> <p>C.7.e.ii What care coordination and case management looks like, including connections with families, communities, and other key partners; and how will it support special populations including children in State Custody and children with I/DD? What specific interventions and supports will it provide to those populations?</p>			

Section C – Comprehensive Technical Qualifications					
RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>C.7.e.iii What tools and materials are in place to provide clear guidance to families and providers on the range of services covered.</p> <p>C.7.e.iv How it will measure and enforce compliance of required components of well-childcare visits being held, including lab tests.</p> <p>C.7.e.v How it will improve quality and structure of service, including provider allocation to maximize availability of health professionals.</p> <p>C.7.e.vi The Respondent shall describe its proposed approach and innovative strategies to prepare Members who are approaching the transition from children’s EPSDT benefit packages to adult benefits in Medicaid programs.</p> <p><u>Transitioning to 21</u></p> <p>C.7.f The Respondent shall describe the approach for identifying all Members receiving services, as defined in TennCare Rule 1200-13-13-.01, in excess of adult benefit limits prior to the Member turning twenty-one (21) years of age in accordance with Section 2.9.5 of the Pro Forma Contract. The response shall also include:</p> <p>C.2.f.i A description of the internal mechanism that will be used to track and review all cases, including outreach and education, assessment and transition planning discussions for Member at or older than eighteen (18) years of age receiving Home Health (HH) and PDN services in excess of adult benefit limits.</p> <p>C.2.f.ii A description of the strategies that will be employed to meet the milestones and reporting requirements outlined in Section 2.9.5 of the Pro Forma Contract.</p> <p>C.2.f.iii A description of how the Respondent will collaborate with LTSS to discuss transition of Members receiving Home Health (HH) or PDN services in excess of adult benefit limits, considering CHOICES of ECF, including but not limited to developing a person centered support plan to provide to Member/Member’s family for consideration.</p> <p>C.2.f.iv Describe the approach that will be taken by Respondent to ensure Members’ smooth transition from TennCare Select to their newly assigned MCO if applicable.</p>			
	C.8	<p><b><u>Serve as a Back-up Managed Care Organization (MCO)</u></b></p> <p>The Contract outlines the Respondent’s responsibility and requirement to additionally provide managed care</p>		20	



Section C – Comprehensive Technical Qualifications					
RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>services for TennCare MCO enrollees in the case that a current MCO cannot uphold its contractual obligations. In this circumstance, the PIHP would be contractually obligated to uphold the MCO Risk Contract for all MCO enrollees assigned.</p> <p><u>C.8.a Controlling Cost Trends and Utilization</u></p> <p>The Respondent shall describe its relevant recent experience administering Medicaid managed care programs to address the following involving children and adults, including children and adults with physical disabilities and/or I/DD:</p> <p>C.8.a.i Super-utilizers of emergency departments and High Utilization of crisis Behavioral Health Services (i.e. crisis response, emergency department (ED), and inpatient psychiatric)</p> <p>C.8.a.ii Control the utilization of low value, avoidable, or not indicated health care services</p> <p>C.8.a.iii Support providers with high prior authorization denial rates</p> <p>C.8.a.iv Appropriate and medically necessary utilization of HH and/or PDN services</p> <p>C.8.a.v Meeting or exceeding the minimum Contract Risk Agreement (CRA) requirements for handling appeals of adverse benefit determinations</p> <p><u>C.8.b LTSS-CHOICES, ECF CHOICES, other Integrated MLTSS Programs for Individuals with I/DD, D-SNPs</u></p> <p>The Respondent shall describe its relevant recent experience administering Medicaid managed care programs to deliver person-centered planning and practices in the CHOICES and ECF CHOICES, other integrated MLTSS programs for individuals with I/DD, and D-SNP programs to demonstrate the following:</p> <p>C.8.b.i An evidenced-based Model of Care that complies with Chapter 5 of the Medicare Managed Care Manual</p> <p>C.8.b.ii Any certifications, accreditations, etc.</p>			

Section C – Comprehensive Technical Qualifications					
RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>C.8.b.iii Consumer direction in LTSS</p> <p>C.8.b.iv EVV and the 21<sup>st</sup> Century Cures Act requirements</p> <p>C.8.b.v Telehealth to improve access to LTSS, particularly in rural areas</p> <p><u>C.8.c Mental Health and Substance Use Disorder</u></p> <p>The Respondent shall describe its relevant recent experience administering Medicaid managed care programs to deliver mental health and substance use disorder services to children and adults, including children and adults with physical disabilities and/or I/DD to address the following:</p> <p>C.8.c.i An integrated model of delivering case management and care coordination services across behavioral health, physical health, and long-term services and supports</p> <p>C.8.c.ii Serving persons with complex BH and/or medical needs, including specialized assessment, treatment services, and provider and child advocate involvement</p> <p>C.8.c.iii Serious and Persistent Mental Illness (SPMI)/Serious Emotional Disorder (SED) including ensuring that follow-up care is medically necessary, maximizing alternative community-based services, and minimizing emergency department presentations, psychiatric hospital (including involuntary), and residential (psychiatric and substance abuse) treatment center admissions</p> <p><u>C.8.d Delivery System Transformation (including Patient-Centered Medical Home (PCMH); EoC; THL; and QulLTSS</u></p> <p>The Respondent shall describe its relevant recent experience administering Medicaid managed care programs to deliver delivery system transformation strategies to children and adults, including children and adults with physical disabilities and/or I/DD to address the following:</p>			

Section C – Comprehensive Technical Qualifications					
RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>C.8.d.i PCMH model that involves the Respondent's experts and senior leadership, offers technical assistance and data to providers, and facilitates PCMH payment arrangements</p> <p>C.8.d.ii EoC model that involves the Respondent's experts and senior leadership, offers technical assistance and data to providers, and facilitates EoC payment arrangements</p> <p>C.8.d.iii THL model that involves the Respondent's experts and senior leadership, offers technical assistance and data to providers, and facilitates THL payment arrangements</p> <p>C.8.d.iv QUILTSS model that involves Respondent's experts and senior leadership, offers technical assistance and data to providers, and facilitates quality incentive payments and/or arrangements</p> <p><u>C.8.e Access to Care and Quality</u></p> <p>The Respondent shall describe its relevant recent experience administering Medicaid managed care programs to promote access to care and to deliver high quality services to children and adults, including children and adults with physical disabilities and/or I/DD to address the following:</p> <p>C.8.e.i Network gaps (e.g. time/distance standards, after-hours clinic availability, wait time for appointments, closed panels, specialty populations, etc.) and how these gaps will be addressed</p> <p>C.8.e.ii Utilization and reporting of encounter data and provider enrollment data to support Network Adequacy analyses</p> <p>C.8.e.iii Strategies to meet the needs of Members where network gaps are identified</p> <p>C.8.e.iv Standardized processes and provider agreement language for provider types identified by TennCare (e.g. Cardiologists, Endocrinologists,</p>			

Section C – Comprehensive Technical Qualifications					
RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>Licensed Mental Health Specialists, Neurologists, Obstetricians/Gynecologists, Orthopedists, Primary Care Providers, Psychiatrists, and Pulmonologists)</p> <p>C.8.e.v Strategies for recruitment and retention efforts for each provider type, including performance metrics that will be used to determine provider’s success in making progress towards TennCare’s goals for access and quality</p> <p>C.8.e.vi Most recent available NCQA Health Insurance Plan Ratings Accreditation summary report and Healthcare Effectiveness Data and Information Set (HEDIS) score sheet for all of the respondent’s Medicaid managed care contracts with full NCQA accreditation</p> <p>C.8.e.vii Most recent EWR report (pursuant to Section 1932(c)(2) of the Social Security Act that provide a review of compliance with Medicaid and CHIP managed care regulations.</p> <p><u>C.8.f Provider Relations and Support</u></p> <p>The Respondent shall describe its relevant recent experience administering Medicaid managed care programs to promote provider relations across providers of physical health, BH, LTSS, and I/DD services to address the following:</p> <p>C.8.f.i Data integrity and information exchange</p> <p>C.8.f.ii timely claims payment and accurate claims approval and/or denials</p> <p>C.8.f.iii Provider complaints, contracting issues, prior authorization, Member assignment, and claims concerns</p> <p>C.8.f.iv Provider engagement strategies including but not limited to professional development, Continuing Education Units (CEUs), and assigned provider representatives</p> <p>C.8.f.v If Respondent has website lookup capabilities for a provider to easily identify name and</p>			

Section C – Comprehensive Technical Qualifications					
RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>contact information of their assigned provider relations representative.</p> <p><u>C.8.g Population Health and Non-Medical Risks Factors</u></p> <p>The Respondent shall describe its relevant recent experience administering Medicaid managed care programs to promote population health management and strategies targeting NMRF to address the following:</p> <p>C.8.g.i Data collection on NMRF for targeted Medicaid populations</p> <p>C.8.g.ii Standardized methodologies and screening tools to identify health disparities affecting specific subsets of TennCare’s Member population</p> <p>C.8.g.iii Care management model including but not limited to a CLRS (or community-based referral platform) and any existing and/or proposed strategies for community investment being sure to specify which NMRF are being addressed and specific interventions to reduce health disparities</p>			
<b>Section C Total Raw Weighted Score:</b>					
Numbers shall be whole numbers and not include decimal places					
<p><i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p> <p><i>Raw weighted score = Item Score * Evaluation Factor</i></p>		<p><b>Total Raw Weighted Score:</b> <i>(sum of all Raw Weighted Scores above)</i></p> <p><b><u>Total Raw Weighted Score X 80 (Maximum Possible) = SCORE</u></b> <b>Weighted Score</b></p>			
<p><i>State Use – Evaluator Identification:</i></p>					

## REFERENCE QUESTIONNAIRE

**The standard reference questionnaire provided on the following pages of this attachment shall be completed by all individuals offering a reference for the Respondent.**

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.3.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.3. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across the sealed portion of the envelope; and
  - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.3. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # **31865-00637**".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

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**RFP # 31865-00637 REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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The “reference subject” specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below;

**Physical:**

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

**E-Mail:**

- e-mail the completed questionnaire to:  
 Matt Brimm, Director of Contracts  
 Department of Finance Administration  
 Division of TennCare  
 Matt.Brimm@tn.gov
- 

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

(3) **What goods or services does/did the reference subject provide to your company or organization?**



- (4) **If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
  
  
  
  
  
  
  
  
  
  
- (5) **If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
  
  
  
  
  
  
  
  
  
  
- (6) **How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

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(must be the same as the signature across the envelope seal)

**DATE:**

**RFP ATTACHMENT 6.4**

**SCORE SUMMARY MATRIX**

The Score Summary Matrix for the PIHP RFP is included below as an example of the PIHP RFP scoresheet.

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 80)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name &amp; Date:</i>						

***PRO FORMA CONTRACT ATTACHMENT***

**RFP # 31865-00637 PRO FORMA CONTRACT**

The pro forma contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

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**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION,**  
**DIVISION OF TENNCARE**  
**AND**  
**CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare (“State” or “TennCare”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of Prepaid Inpatient Health Plan (PIHP) services for care management, medical, behavioral health, and long-term services and supports for special populations across Tennessee as further defined in the “SCOPE.” State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**  
Contractor Edison Registration ID # **Number**

**A. SCOPE**

The Contractor shall operate under and market the services delivered via the prepaid Inpatient Health Plan (PIHP) as “TennCare Select”.

The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

- A.1. Definitions.** For purposes of this Contract, definitions shall be as follows and as set forth in the Contract.

**DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

The terms used in this Contract shall be given the meaning used in TennCare rules and regulations. However, the following terms when used in this Contract, shall be construed and/or interpreted as follows, unless the context expressly requires a different construction and/or interpretation. In the event of a conflict in language between these Definitions, Attachments, and other Sections of this Contract, the specific language in Sections A through E of this Contract shall govern.

Abuse – Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes recipient practices that result in unnecessary cost to the Medicaid program (see 42 CFR 455.2).

Administrative Cost – All costs to the Contractor related to the administration of this Contract that are non-medical in nature including, but not limited to:

1. Meeting requirements in Sections A.2.1 and A.2.2;

2. Enrollment and disenrollment in accordance with Sections A.2.4 and A.2.5;
3. Additional services and use of incentives in Section 2.6.5;
4. Health education and outreach in Section 2.7.5;
5. Meeting requirements for coordination of services specified in Section A.2.9, including care coordination for CHOICES members and the Contractor's EVV system except as otherwise provided in Section C.3.7 but excluding Medical Case Management;
6. Establishing and maintaining a provider network in accordance with the requirements specified in Sections A.2.11 and A.3, Attachments III, IV and V;
7. Utilization Management as specified in Section A.2.14;
8. Quality Management/ Quality Improvement activities as specified in Section A.2.15;
9. Production and distribution of Member Materials as specified in Section A.2.17;
10. Customer service requirements in Section A.2.18;
11. Grievance and appeals processing and resolution in accordance with Section A.2.19;
12. Claims Processing in accordance with Section A.2.22;
13. Maintenance and operation of Information Systems in accordance with Section A.2.23;
14. Personnel requirements in Section A.2.29;
15. Production and submission of required reports as specified in Section A.2.30;
16. Administration of this Contract in accordance with policies and procedures;
17. All other Administration and Management responsibilities as specified in Attachments II through IX and Sections A.2.20, A.2.21, A.2.24, A.2.25, A.2.26, A.2.27, and A.2.28;
18. Premium tax; and
19. All costs related to third-party recovery or subrogation activities whether performed by the Contractor or a subcontractor.

Costs of subcontractors engaged solely to perform a non-medical administrative function for the Contractor specifically related to securing or fulfilling the Contractor's obligations to TennCare under the terms of this Contract (e.g., claims processing) are considered to be an "administrative cost".

Adult Protective Services (APS) – An office within the Tennessee Department of Human Services that investigates reports of abuse, neglect (including self-neglect) or financial exploitation of vulnerable adults. APS staff assess the need for protective services and provide services to reduce the identified risk to the adult.

Advance Determination – A decision made by TennCare in accordance with the process and requirements described in Rule 1200-13-01-.05(6) that an Applicant would not qualify to enroll in

CHOICES Group 3 (including Interim CHOICES Group 3) when enrollment into CHOICES Group 3 has not actually been denied or terminated, and which may impact the person's NF LOC eligibility.

Adverse Benefit Determination – As defined at 42 C.F.R. §438.400(b).

Affiliate – Any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership, and limited liability partnership), limited liability company, joint venture, business trust, association or other entity or organization that now or in the future directly or indirectly controls, is controlled by, or is under common control with the Contractor.

Area Agency on Aging and Disability (AAAD) – Agencies designated by the Commission on Aging and Disability or its successor organization to plan for and provide services to the elderly and disabled within a defined geographic area as provided by T.C.A. Title 71, Chapter 2.

At-Risk – As it relates to the CHOICES program, SSI eligible adults age sixty-five (65) and older or age twenty-one (21) or older with physical disabilities, who do not meet the established level of care criteria for nursing facility services, but have a lesser number or level of functional deficits in activities of daily living as defined in TennCare rules and regulations, such that, in the absence of the provision of a moderate level of home and community-based services, the individual's condition and/or ability to continue living in the community will likely deteriorate, resulting in the need for more expensive institutional placement. As it relates to Interim CHOICES Group 3, open for enrollment only between July 1, 2012, and June 30, 2015, "at risk" is defined as adults aged sixty-five (65) and older or age twenty-one (21) or older with physical disabilities who receive SSI or meet Nursing Financial eligibility criteria, and also meet the Nursing Facility level of care in effect on June 30, 2012.

Back-up Plan – A written plan that is a required component of the plan of care for all CHOICES members receiving companion care or non-residential CHOICES or 1915(c) waiver HCBS, all Katie Beckett Part A members receiving Katie Beckett Part A HCBS, and all members (including, but not limited to CHOICES, 1915(c) waiver, and Katie Beckett Part A members) receiving home health (HH) or private duty nursing (PDN) services in their own home and which specifies family members, other unpaid persons as well as paid consumer-directed workers and/or contract providers (as applicable) who are available, have agreed to serve as back-up, and who will be contacted to deliver needed care in situations when regularly scheduled CHOICES, 1915(c) waiver, or Katie Beckett Part A HCBS providers or workers, or home health or private duty nurses or aides are unavailable or do not arrive as scheduled. A CHOICES, 1915(c) waiver, or Katie Beckett Part A member or their representative may not elect, as part of the back-up plan, to go without services nor may a person receiving HH and/or PDN go without needed services. Inpatient admission shall not be considered an adequate back-up plan. The back-up plan shall include the names and telephone numbers of persons and agencies to contact and the services to be provided by each of the listed contacts. The member and their representative (as applicable) or for children in Katie Beckett Part A, the child's parent(s) or other legal guardian shall have primary responsibility for the development and implementation of the back-up plan for consumer directed services. The FEA will assist as needed with the development and verification of the initial back-up plan for consumer direction. The CHOICES care coordinator, 1915(c) waiver independent support coordinator, DIDD case manager, or Katie Beckett Part A nurse care manager shall be responsible for assistance as needed with implementing the back-up plan and for updating and verifying the back-up plan on an ongoing basis.

Behavioral Health Assessment – Procedures used to diagnose mental health or substance use disorder conditions and determine treatment plans.

Behavioral Health Services – Mental health and/or substance use disorder services.

Beneficiary Support System – The Beneficiary Support System is an entity independent of TennCare MCOs that provides support to applicants and enrollees before and after enrollment pursuant to 42 C.F.R § 438.71. Specific to CHOICES, Katie Beckett, and I/DD MLTSS Programs, the State’s Beneficiary Support System contractor will assist applicants and enrollees with navigation of the Contractor’s appeals and grievance processes upon request by applicants and enrollees.

Benefit Appeal – As distinguished from an Eligibility Appeal, a “Benefit Appeal” concerns an enrollee’s request to contest an MCC’s adverse benefit determination by receiving a State Fair Hearing (SFH). CMS has determined that the provisions contained in 42 C.F.R. 438 subpart F, which require MCOs to maintain an internal appeal system, and which require enrollees to exhaust the MCO internal appeal process before being permitted to request an SFH, are satisfied by TennCare’s requirement that the Contractor comply with the “Reconsideration” phase of the state fair hearing process (also called the “appeal process”). In accordance with CMS approval, the Contractor shall not have an internal appeal process that enrollees are required to exhaust before they may request a SFH through the TennCare appeal process. The Contractor’s “Reconsideration” of its initial adverse benefit determination during the TennCare appeal process is deemed by CMS to satisfy the requirement for a MCO-level appeal.

Benefit Appeal System – Synonymous with State Fair Hearing (SFH) System, SFH Process, Appeal System, and Appeal Process. References to Appeal System or Appeal Process refers to both (1) the processes the Contractor implements to comply with its TennCare Appeal Process-related obligations (such as timely issuance of a compliant Notice of Adverse Benefit Determination (NABD), timely compliance with the Reconsideration phase of the Appeal Process, timely compliance with TennCare-issued directives instructing Contractor to approve and arrange provision of a benefit in accordance with an Order resulting from the Appeal Process, etc.), and (2) the processes the Contractor implements to collect, track and maintain the information gathered in accordance with the Appeal Process.

Benefits – The package of health care services, including physical health, behavioral health (BH), and long-term care services, that define the covered services available to TennCare enrollees assigned to the Contractor’s MCO pursuant to this Contract.

Best Practice Guidelines – Guidelines for provision of health and Behavioral Health Services to children in State custody.

Best Practice Network (BPN) – A network of organizations formed to serve children immediately upon entering State Custody.

Best Practice Provider (BPP) – A provider (primary care, behavioral health, or dental) who has been determined by the state to have the interest, commitment, and competence to provide appropriate care for children in State custody, in accordance with the Remedial Plan and statewide Best Practice Guidelines, and who has agreed to be in the MCO network.

Breach (with respect to Protected Health Information (PHI)) – The acquisition, access, use, or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information.

Business Day – Monday through Friday, except for State of Tennessee holidays.

CAHPS (Consumer Assessment of Healthcare Providers and Systems) – A comprehensive and evolving family of surveys that ask consumers and patients to evaluate various aspects of health care.

Care Coordination Team – If an MCO elects to use a care coordination team, the care coordination team shall consist of a care coordinator and specific other persons with relevant expertise and experience who are assigned to support the care coordinator in the performance of care coordination activities for a CHOICES member as specified in this Contract and in accordance with Section 2.9.7, but shall not perform activities that must be performed by the Care Coordinator, including needs assessment, caregiver assessment, development of the plan of care, and minimum Care Coordination contacts.

Care Coordination Unit – A specific group of staff within the MCO’s organization dedicated to CHOICES that is comprised of care coordinators and care coordinator supervisors and which may also include care coordination teams.

Care Coordinator – The individual who has primary responsibility for performance of care coordination activities for a CHOICES member as specified in the Contract and meets the qualifications specified in Section 2.9.7 of the Contract.

Caregiver – For purposes of CHOICES or 1915(c) waivers, a person who is (a) a family member or is unrelated to the member but has a close, personal relationship with the member and (b) routinely involved in providing unpaid support and assistance to the member. A caregiver may be also designated by the member as a representative for CHOICES or 1915(c) waivers or for consumer direction of eligible CHOICES or 1915(c) waiver HCBS. For purposes of Part A of the Katie Beckett Program, the “caregiver” is generally the child’s parent(s) or other legal guardian except when someone other than the child’s parent(s) or other legal guardian are routinely involved in providing unpaid support and assistance to the child.

Case Manager – An organization or a provider responsible for supervising or coordinating the provision of initial and primary care to patients; for initiating and/or authorizing referrals for specialty care; and for monitoring the continuity of patient care services.

Carve-out for Children in State Custody – An arrangement that TennCare establishes so that all children in State custody are assigned to one MCO.

CEA – Cost Effective Alternative (see Section 2.6.5 of this Contract).

Centers of Excellence (COE) for AIDS – Integrated networks designated by the State as able to provide a standardized and coordinated delivery system encompassing a range of services needed by TennCare enrollees with HIV or AIDS.

Centers of Excellence (COE) for Behavioral Health – COEs that provide a limited range of direct services to children in and at risk for State custody (i.e., not just DCS children/youth). These services are to augment the existing service system. Therefore, COEs for Behavioral Health



typically only provide services where there is sufficient complexity in the case to warrant the COE for Behavioral Health resources and/or all other means to provide the service in the TennCare network have been exhausted.

Center of Excellence (COE) for Children in or at Risk of State Custody – Tertiary care academic medicine center designated by the state as possessing, or being in a position to quickly develop, expertise in pediatrics, child behavioral health issues (including aggression, depression, attachment disorders and sexualized behaviors), and the unique health care needs of children in or at risk of State custody.

Certificate of Authority – The contractor needs to maintain a standard Certificate of Authority (COA) from TDCI to operate as a Health Maintenance Organization (HMO) in Tennessee in the service area covered by the contract.

CFR – Code of Federal Regulations.

Child Protective Services (CPS) – A program division of the Tennessee Department of Children’s Services whose purpose is to investigate allegations of child abuse and neglect and provide and arrange preventive, supportive, and supplementary services.

Children At Risk of State Custody – Children who are determined to belong in one of the following two groups:

1. Children at imminent risk of entering custody - Children who are at risk of entering State custody as identified pursuant to T.C.A. 37-5-103(10).
2. Children at serious risk of entering custody - Children whom DCS has identified as a result of a CPS referral; or children whose parents or guardians are considering voluntary surrender (who come to the attention of DCS); and who are highly likely to come into custody as a result of being unable to access Behavioral Health Services.

Children in Katie Beckett Part A – Part A of the Katie Beckett Program serves children with the most significant disabilities or complex medical needs.

Children with Special Health Needs Steering Panel (CSHN Steering Panel) – An entity comprised of representatives of providers, advocates, the State, the plaintiffs of the court order related to the provision of services to children in State custody, managed care entities, and referral sites whose responsibility will be to guide and assess the development of a health service system for children in State custody, and where appropriate, make recommendations.

CHOICES At-Risk Demonstration Group – Individuals who are age sixty-five (65) and older and adults age twenty-one (21) and older with physical disabilities who (1) meet nursing home financial eligibility for TennCare-reimbursed long-term services and supports, (2) meet the nursing facility level of care in place on June 30, 2012, but not the nursing facility level of care criteria in place on July 1, 2012; and (3) in the absence of TennCare CHOICES HCBS available through CHOICES Group 3, are At Risk for Institutionalization as defined in TennCare Rules. The CHOICES At-Risk Demonstration Group is open only between July 1, 2012, through June 30, 2015. Individuals enrolled in the CHOICES At-Risk Demonstration Group as of June 30, 2015, may continue to qualify in this group after June 30, 2015 so long as they (1) continue to meet Nursing Facility financial eligibility and the LOC criteria in place when they enrolled; and (2) remain continuously enrolled in the CHOICES At-Risk Demonstration Group and in CHOICES 3.

CHOICES Group (Group) – One of the three groups of TennCare enrollees who are enrolled in CHOICES. There are three CHOICES groups:

**Group 1**

Medicaid enrollees of all ages who are receiving Medicaid-reimbursed care in a nursing facility.

**Group 2**

Persons age sixty-five (65) and older and adults age twenty-one (21) and older with physical disabilities who meet the nursing facility level of care, who qualify for TennCare either as SSI recipients or as members of the CHOICES 217-Like HCBS Group, and who need and are receiving CHOICES HCBS as an alternative to nursing facility care. The CHOICES 217-Like HCBS Group includes persons who could have been eligible under 42 CFR 435.217 had the state continued its 1915(c) HCBS waiver for elders and/or persons with physical disabilities. TennCare has the discretion to apply an enrollment target to this group, as described in TennCare rules and regulations.

**Group 3**

Persons age sixty-five (65) and older and adults age twenty-one (21) and older with physical disabilities who qualify for TennCare as SSI recipients, who do not meet the nursing facility level of care, but who, in the absence of CHOICES HCBS, are “at-risk” for nursing facility care, as defined by the State. TennCare has the discretion to apply an enrollment target to this group as described in TennCare rules and regulations.

**Interim Group 3 (open for new enrollment only between July 1, 2012, through June 30, 2015)**

Persons age sixty-five (65) and older and adults age twenty-one (21) and older with physical disabilities who qualify for TennCare as SSI eligibles or as members of CHOICES At-Risk Demonstration Group and who meet the NF LOC criteria in place as of June 30, 2012. There is no enrollment target on Interim Group 3.

All requirements set forth in this Contract regarding Group 3 members are applicable to Interim Group 3 members, except as explicitly stated otherwise. Interim Group 3 members are not subject to an enrollment target.

CHOICES Home and Community-Based Services (HCBS) – Services that are available only to eligible persons enrolled in CHOICES Group 2 or Group 3 as an alternative to long-term care institutional services in a nursing facility or to delay or prevent placement in a nursing facility. Only CHOICES HCBS are eligible for Consumer Direction. CHOICES HCBS do not include home health or private duty nursing services or any other HCBS that are covered by Tennessee’s Title XIX state plan or under the TennCare demonstration for all eligible enrollees, although such services are subject to estate recovery and shall be counted for purposes of determining whether a CHOICES member’s needs can be safely met in the community within their individual cost neutrality cap.

CHOICES Implementation Date – The date, as determined by TennCare, when the Contractor shall begin providing long-term care services to CHOICES members.

CHOICES Member – A member who has been enrolled by TennCare into CHOICES.

Chronic Condition – As defined by Population Health (and AHRQ) is a condition that lasts 12 months or longer and meets one of both of the following tests: (a) it places limitation on self-care, independent living, and social interactions; (b) it results in the need for ongoing intervention with medical products, services, and special equipment (see Perrin et al., 1993).

Clean Claim – A claim received by the Contractor for adjudication that requires no further information, adjustment, or alteration (including written information or substantiation) by the provider of the services in order to be processed and paid by the Contractor.

Clinical Practice Guidelines – Systematically developed tools or standardized specifications for care to assist practitioners and patient decisions about appropriate care for specific clinical circumstances. Such guidelines are typically developed through a formal process and are based on authoritative sources that include clinical literature and expert consensus, including consultation with network providers.

Cloning of Medical Notes – Documentation is considered cloned when each entry in the medical record for a beneficiary is worded exactly like or similar to the previous entries. Cloned documentation does not meet medical necessity requirements for coverage of services rendered due to the lack of specific, individual information. All documentation in the medical record must be specific to the patient and her/his situation at the time of the encounter. Cloning of documentation is considered a misrepresentation of the medical necessity requirement for coverage of services. Identification of this type of documentation will lead to denial of services for lack of medical necessity and recoupment of all overpayments made.

CMS – Centers for Medicare & Medicaid Services.

Community-Based Residential Alternatives to Institutional Care (Community-Based Residential Alternatives) – Residential services that offer a cost-effective, community-based alternative to nursing facility care for persons who are elderly and/or adults with physical disabilities. This includes, but is not limited to, community living supports, community living supports-family model, assisted care living facility services, critical adult care homes, and companion care. As provided in Section A.2.6 of this Contract, community-based residential alternatives shall be available to members in CHOICES Group 2.

Community Informed Choice – The process in which an applicant to an ICF/IID must participate prior to approval for placement in an ICF/IID to ensure opportunity to receive services in the most integrated setting appropriate, in accordance with federal law. This process is conducted by an entity other than the ICF/IID provider to ensure that the applicant fully understands the full array of community-based options available to meet their needs, and having been fully informed, affirmatively chooses the institutional placement. A comparable process is also applicable to individuals under the age of 21 seeking placement in a NF.

Community Living Supports (CLS) – A CBRA licensed by the DIDD in accordance with T.C.A. Title 33 and TDMHSAS Rules 0940-05-24, 0940-05-28 or 0940-05-32, as applicable, that encompasses a continuum of residential support options for up to four individuals living in a home that supports each resident's independence and full integration into the community; ensures each resident's choice and rights; and comports fully with standards applicable to HCBS settings detailed in 42 C.F.R. 441.301(c)(4) and (5), including those requirements applicable to provider-owned or controlled homes, as applicable, including any exception as supported by the individual's specific assessed need and set forth in the person-centered support plan. For purposes of CHOICES and

ECF CHOICES, this service is available only to CHOICES Group 2 and 3 members and ECF CHOICES Group 5 and 6 members as appropriate.

Community Living Supports Family Model (CLS-FM) – A CBRA licensed by the DIDD in accordance with T.C.A. Title 33 and TDMHSAS Rules 0940-05-26 that encompasses a continuum of residential support options for up to three individuals living in the home of trained family caregivers (other than the individual’s own family) in an “adult foster care” arraignment. In this type of shared living arrangement, the provider allows the individual(s) to move into his or her existing home in order to integrate the individual into the shared experiences of a home and a family and provide the individualized services that supports each resident’s independence and full integration into the community; ensures each resident’s choice and rights; and support each resident in a manner that comports fully with standards applicable to HCBS settings detailed in 42 C.F.R. 441.301(c)(4) and (5), including those requirements applicable to provider-owned or controlled homes, as applicable, including any exception as supported by the individual’s specific assessed need and set forth in the person-centered support plan. For purposes of CHOICES and ECF CHOICES, this service is available only to CHOICES Group 2 and 3 members and ECF CHOICES Group 5 and 6 members as appropriate.

Comprehensive Aggregate Cap (CAC) Home and Community-Based Services (HCBS) Waiver – A HCBS Waiver (Control Number TN 0357) approved by the Centers for Medicare and Medicaid Services pursuant to Section 1915(c) of the Social Security Act which serves individuals with intellectual disabilities who are former members of the certified class in the United States vs. the State of Tennessee, et al. (Arlington Developmental Center), former members of the certified class in the United States vs. the State of Tennessee, et al. (Clover Bottom Developmental Center), persons discharged from the Harold Jordan Center following a stay of at least 90 days, and individuals transitioned from the Statewide Waiver (#0128) upon its renewal on January 1, 2015, because they were identified by the state as receiving services in excess of the individual cost neutrality cap established for the Statewide Waiver. These are individuals who have been institutionalized in a public institution, were part of a certified class because they were determined to be at risk of placement in a public institution, or have significant services/support needs consistent with that of the population served in a public ICF/IID and who qualify for and, absent the provision of services provided under the CAC waiver, would require placement in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID). The CAC Waiver offers a continuum of services that are designed to support each person’s independence and integration into the community, including opportunities for employment and work in competitive integrated settings and engage in community life. A person-centered planning process is used to identify services to be included in each waiver participant’s Person-Centered Support Plan, based on the person’s individually identified goals and need for specific services to advance toward, achieve or sustain those goals.

Confidential Information – Any non-public, confidential or proprietary information, whether written, graphic, oral, electronic, visual or fixed in any tangible medium or expression, which is created under this Contract. Any such information relating to individuals enrolled in the TennCare program (“TennCare members”) or relating to individuals who may be potentially enrolled in the TennCare program, which is provided to or obtained under this Contract, shall also be treated as “Confidential Information” to the extent that confidential status is afforded such information under state and federal laws or regulations. All Confidential Information shall not be subject to disclosure under the Tennessee Public Records Act.

Consumer – Except when used regarding consumer direction of eligible CHOICES HCBS, an individual who uses a mental health or substance use disorder service.

Consumer-Directed Worker (Worker) – An individual who has been hired by a CHOICES or 1915(c) waiver member participating in consumer direction of eligible CHOICES or 1915(c) waiver HCBS or their representative or by a parent or other legal guardian of a Katie Beckett Part A member participating in consumer direction of eligible Katie Beckett HCBS to provide one or more eligible CHOICES HCBS or eligible Katie Beckett HCBS to the member. Worker does not include an employee of an agency that is being paid by an MCO to provide HCBS to the member.

Consumer Direction of Eligible CHOICES, or 1915(c) waiver HCBS – The opportunity for a CHOICES or 1915(c) waiver member assessed to need specified types of CHOICES or 1915(c) waiver HCBS including for purposes of CHOICES, attendant care, personal care, in-home respite, companion care; and for purposes of 1915(c) waiver HCBS, personal assistance, respite, and individual transportation services, or any other service specified in TennCare rules as available for consumer direction to elect to direct and manage (or to have a representative direct and manage) certain aspects of the provision of such services—primarily, the hiring, firing, and day-to-day supervision of consumer-directed workers delivering the needed service(s) and for 1915(c) waivers, the delivery of each eligible 1915(c) waiver HCBS within the authorized budget for that service, as applicable. Consumer direction of services in the Self-Determination Waiver is called self-direction. Any reference to consumer direction regarding the Self-Determination Waiver refers to self-direction.

Consumer Direction of Eligible Katie Beckett HCBS – The opportunity for the parent or other legal guardian of a child enrolled in Katie Beckett Part A assessed to need specified types of Katie Beckett HCBS as set forth in TennCare rules and regulations as available for consumer direction to elect to direct and manage (or in limited circumstances to have a representative direct and manage) certain aspects of the provision of such services – primarily, the hiring, firing, and day-to-day supervision of consumer-directed workers delivering the needed service(s) and the delivery of each eligible Katie Beckett HCBS within the authorized budget for that service. Eligible Katie Beckett HCBS do not include home health or private duty nursing services.

Contract Provider – A provider that is employed by or has signed a provider agreement with the Contractor to provide covered services.

Corrective Action Plan – A Corrective Action Plan (CAP) is a document that the Contractor will need to prepare outlining a set of steps to address issues or gaps in operations or processes that could negatively impact the business.

Cost Neutrality Cap – The requirement that the cost of providing care to a member in CHOICES Group 2, including CHOICES HCBS and Medicaid reimbursed home health and private duty nursing, shall not exceed the cost of providing nursing facility services to the member, as determined in accordance with TennCare policy.

Covered Services – See Benefits.

Cultural Competency – Is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services; thereby producing better outcomes.

Days – Calendar days unless otherwise specified.

DCS Custody Children – Children who have been identified by DCS as belonging in one of the following groups:

1. Children in the custody of DCS—Children in the legal and physical custody of DCS whose living arrangement is provided by DCS.

Children in the legal, but not physical, custody of DCS—Children who are in DCS’s legal custody but who reside with parents.

Dental Benefits Manager (DBM) – An entity responsible for the provision and administration of dental services, as defined by TennCare.

DHHS – United States Department of Health and Human Services.

DIDD Case Manager – A qualified individual employed by DIDD who provides support coordination services to members in the Self-Determination Waiver and is responsible for the assessment, planning, implementation, coordination, and monitoring of services and supports that assist individuals with intellectual and developmental disabilities enrolled in the program to identify and achieve individualized goals related to work (in competitive, integrated employment), personal relationships, community involvement, understanding and exercising personal rights and responsibilities, financial management, increased independence and control over their own lives, and personal health and wellness as specified in the Person-Centered Support Plan (PCSP), and the tracking and measurement of progress and outcomes related to such individualized goals, as well as the provider’s performance in supporting the person’s achievement of these goals.

Disenrollment – The removal of an enrollee from participation in the Contractor’s MCO and deletion from the outbound 834 enrollment file furnished by TennCare to the Contractor.

Division of TennCare – The division of the Tennessee Department of Finance and Administration (the single state Medicaid agency) that administers the TennCare program. For the purposes of this Contract, Division of TennCare shall mean the State of Tennessee and its representatives.

Electronic Visit Verification (EVV) System – An electronic system that meets the minimum functionality requirements prescribed by TennCare which provider staff must use to check-in at the beginning and check-out at the end of each period of service delivery to monitor Member receipt of specified services including any home health and private duty nursing service, CHOICES, ECF CHOICES, and 1915(c) waiver HCBS and which may also be utilized for submission of claims. Any such system shall comply with the 21st Century Cures Act.

Eligible – Any person certified by TennCare as eligible to receive services and benefits under the TennCare program. As it relates to CHOICES and I/DD MLTSS Programs a person is eligible to receive CHOICES or an I/DD MLTSS Programs benefits only if he/she has been enrolled in CHOICES or an I/DD MLTSS Program by TennCare. As it relates to Katie Beckett, a person is eligible to receive Katie Beckett Part A benefits only if he/she has been enrolled in Part A of the Katie Beckett Program by TennCare.

Eligible 1915(c) Waiver HCBS – Personal assistance, respite, individual transportation services, and/or any other 1915(c) waiver HCBS specified in TennCare rules as eligible for consumer direction which a 1915(c) waiver member is determined to need and elects to direct and manage (or have a representative direct and manage) certain aspects of the provision of such services – primarily the hiring, firing and day-to-day supervision of consumer-directed workers delivering the

needed service(s) and the delivery of each eligible 1915(c) waiver HCBS within the authorized budget for that service. Eligible 1915(c) waiver HCBS do not include home health or private duty nursing services.

Eligible CHOICES HCBS – Attendant care, personal care, in-home respite, companion care services and/or any other CHOICES HCBS specified in TennCare rules and regulations as eligible for consumer direction for which a CHOICES member is determined to need and elects to direct and manage (or have a representative direct and manage) certain aspects of the provision of such services – primarily the hiring, firing and day-to-day supervision of consumer-directed workers delivering the needed service(s). Eligible CHOICES HCBS do not include home health or private duty nursing services.

Eligible Individual – With respect to Tennessee’s Money Follows the Person Rebalancing Demonstration (MFP) and pursuant to Section 6071(b)(2) of the Deficit Reduction Act of 2005 (DRA), (Pub. L. 109-171 (S. 1932)) (Feb. 8, 2006) as amended by Section 2403 of the Patient Protection and Affordable Care Act of 2010 (ACA), (Pub. L. 111-148) (May 1, 2010), the Medicaid Extenders Act of 2019 (P.L. 116-3), the Medicaid Services Investment and Accountability Act of 2019 (P.L. 116-16), the Sustaining Excellence in Medicaid Act of 2019 (P.L. 116-39), Sec 205: Further Consolidated Appropriations Act, 2020 (P.L. 116-94), Sec 3811: Coronavirus Aid, Relief, and Economic Security Act, 2020 (P.L. 116-136), and Consolidated Appropriations Act, 2021 (P.L. 116-260), the State’s approved MFP Operational Protocol and TennCare Rules, a member who qualifies to participate in MFP. Such person, immediately before beginning participation in the MFP demonstration project, shall:

1. Reside in a Qualified Institution, i.e., a Nursing Facility (NF), hospital, or an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) and have resided in any combination of such Qualified Institutions for a period of not less than sixty (60) consecutive days.
  - a. Inpatient days in an institution for mental diseases (IMDs) which includes Psychiatric Hospitals and Psychiatric Residential Treatment Facilities (PRTF) may be counted only to the extent that Medicaid reimbursement is available under the State Medicaid plan for services provided by such institution. Medicaid payments may only be applied to persons in IMDs who are over 65 or under twenty-one (21) years of age.
  - b. Any days that an individual resides in a Medicare certified Skilled Nursing Facility (SNF) on the basis of having been admitted solely for purposes of receiving post-hospital short-term rehabilitative services covered by Medicare shall be counted for purposes of meeting the sixty (60)-day minimum stay in a Qualified Institution as long as the individual is Medicaid eligible at least one day prior to transition.
  - c. Short-term continuous care in a nursing facility, for episodic conditions to stabilize a condition rather than admit to hospital or to facilitate hospital discharge, and inpatient rehabilitation facility services reimbursed by the Contractor (i.e., not covered by Medicare) as a cost-effective alternative (Refer to Section 2.6.5) and provided in a Qualified Institution shall be counted for purposes of meeting the sixty (60) day minimum stay in a Qualified Institution.

2. For purposes of this Contract, an Eligible Individual must reside in a Qualified Institution and be eligible to enroll and transition seamlessly into CHOICES Group 2, or one of the 1915(c) HCBS Waivers, without delay or interruption.
3. Meet nursing facility or ICF/IID level of care, as applicable, and, but for the provision of ongoing CHOICES HCBS or 1915(c) Waiver HCBS, continue to require such level of care provided in an inpatient facility.

Eligible Katie Beckett HCBS – Respite, Supportive Home Care, Community Transportation and any other Katie Beckett HCBS specified in TennCare rules and regulations as eligible for consumer direction for which a Katie Beckett member is determined to need and which the member’s parent or other legal guardian elects to direct and manage (or in limited circumstances to have a representative direct and manage) certain aspects of the provision of such services – primarily the hiring, firing and day-to-day supervision of consumer-directed workers delivering the needed service(s) and, as applicable, the delivery of each eligible Katie Beckett HCBS within the authorized budget for that service. Eligible Katie Beckett HCBS do not include home health or private duty nursing services.

Emergency Medical Condition – A physical or behavioral condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following (1) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of any bodily organ or part.

Emergency Services – Covered inpatient and outpatient services that are as follows: (1) furnished by a provider that is qualified to furnish these services; and (2) needed to evaluate or stabilize an emergency medical condition.

Employment Informed Choice – For purposes of 1915(c) waivers, the process that ISCs or DIDD Case Managers, as applicable, shall complete for working age members (ages sixteen (16) to sixty-two (62) enrolled in a 1915(c) waiver when the member is not either: (1) working in Individualized Integrated Employment or Individualized Integrated Self-Employment (with or without support services, depending on need); or (2) actively pursuing Individualized Integrated Employment or Individualized Integrated Self-Employment (with Supported Employment Individual or comparable Vocational Rehabilitation/Special Education/Workforce services). The Employment Informed Choice process includes, at minimum, an orientation to Individualized Integrated Employment and Individualized Integrated Self-Employment, employment supports/services, Vocational Rehabilitation, and basic benefits/work incentives education provided by the member’s Independent Support Coordinator or DIDD Case Manager. The process may also include and the authorization and completion of Exploration services, subject to the member’s willingness to participate in such services, in order to explore various employment options that are aligned with the member’s interests, aptitudes, experiences and/or skills, to address concerns or questions, and ensure an informed choice regarding Individualized Integrated Employment and Individualized Integrated Self-Employment. Upon completion of Exploration services, if the member elects to pursue Individualized Integrated Employment or Individualized Integrated Self-Employment, the Independent Support Coordinator or DIDD Case Manager shall proceed with authorization of the appropriate employment service(s) and/or referral to Vocational Rehabilitation, as appropriate.

Employer of Record – The member participating in consumer direction of eligible CHOICES or 1915(c) waiver HCBS or a representative designated by the member to assume the consumer



direction of eligible CHOICES or 1915(c) waiver HCBS functions on the member's behalf, or the parent or other legal guardian of a Katie Beckett Part A member participating in consumer direction of eligible Katie Beckett HCBS. In limited circumstances, the parent or legal guardian of a child in Katie Beckett Part A may delegate a representative for consumer direction.

Engaged – When a member has interactive contact with care management or other member facing/engagement programs.

Enrollee – A person who has been determined eligible for TennCare and who has been enrolled in the TennCare program (see Member, also). Synonymous with Member. For purposes of Enrollee Benefit Appeals and the Enrollee Benefit Appeal-related provisions in Section A.2.19 herein, “Enrollee” means (1) enrollee, (2) enrollee's parent, (3) enrollee's legal guardian, or (4) Enrollee-Authorized Representative. For purposes of provider agreements in Sections 2.12.23 and missed visits of home health services in Section 2.15.9, “Enrollee” means not only (1) the enrollee, (2) the enrollee's parent, or (3) the enrollee's legal guardian, but also a person who has a close, personal relationship with the enrollee and is routinely involved in providing unpaid support and assistance to them.

Enrollee-Authorized Representative – For purposes of Enrollee Benefit Appeals, and the Enrollee-Benefit Appeal-related provisions in Section A.2.19 herein, “Enrollee Authorized Representative” means a competent adult who has the Enrollee's signed, written authorization to act on the Enrollee's behalf during the appeal process in accordance with 42 CFR 435.923. The written authority to act shall specify any limits of the representation. For example, if the enrollee wants to authorize their treating provider to frame the issue under dispute and file their request for a SFH, but if their treating provider will not be receiving the Notice of Hearing and will not be representing the enrollee during the hearing, these limitations shall be indicated on the Enrollee-Authorized Representative documentation.

Enrollee Marketing – Any communication, from the Contractor to a TennCare enrollee who is not enrolled in the Contractor's MCO, that can reasonably be interpreted as intended to influence the person to enroll in the Contractor's MCO, or either to not enroll in, or to disenroll from, another MCO's TennCare product.

Enrollees with Special Health Care Needs – For purposes of requirements in Section 2.9.17 of this Contract, enrollees with special health care needs shall refer to enrollees who are in the custody of the Department of Children's Services (DCS).

Enrollment – The process by which a TennCare enrollee becomes a member of the Contractor's MCO.

EPSDT – The Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) service is Medicaid's comprehensive and preventive child health program for individuals under the age of 21. EPSDT was defined by law as part of the Omnibus Budget Reconciliation Act of 1989 (OB' A '89) legislation and includes periodic screening, vision, dental, and hearing services. In addition, Section 1905(r)(5) of the Social Security Act (the Act) requires that any medically necessary health care service listed at Section 1905(a) of the Act be provided to an EPSDT recipient even if the service is not available under the State's Medicaid plan to the rest of the Medicaid population. The federal regulations for EPSDT are in 42 CFR Part 441, Subpart B.

Essential Hospital Services – Tertiary care hospital services to which it is essential for the Contractor to provide access. Essential hospital services include, but are not limited to, neonatal, perinatal, pediatric, trauma and burn services.

Ethical and Religious Directives (often called the ERDs) – A document that offers moral guidance on various aspects of health care delivery and is based on a religious organization’s theological and moral teachings.

Evidence-Based Practice – A clinical intervention that has demonstrated positive outcomes in several research studies to assist consumers in achieving their desired goals of health and wellness; specifically, the evidence-based practices recognized by the Substance Use Disorder and Mental Health Services Administration’s (SAMHSA) Center for Mental Health Services (CMHS).

Expenditure Cap – The annual limit on expenditures for CHOICES or 1915(c) waiver services that a member enrolled in CHOICES Group 3 or the Self-Determination Waiver, as applicable, can receive. For purposes of the Expenditure Cap for members in CHOICES Group 3, the cost of minor home modifications is not counted in calculating annual expenditures for CHOICES HCBS. The Expenditure Cap for CHOICES members shall be implemented in accordance with the approved 1115 Waiver and TennCare Rules, including any exceptions defined therein. For purposes of the Self-Determination Waiver, “Expenditure Cap” refers to the “Cost Limit Lower than Institutional Cost” as defined in the approved Section 1915(c) waiver.

Facility – Any premises (a) owned, leased, used, or operated directly or indirectly by or for the Contractor or its affiliates for purposes related to this Contract; or (b) maintained by a subcontractor or provider to provide services on behalf of the Contractor.

Family Member – For purposes of a Qualified Residence under the State’s MFP Rebalancing Demonstration, a family member includes a person with any of the following relationships to the member, whether related by blood, marriage, or adoption, and including such relationships (as applicable) that may have been established through longstanding (a year or more) foster care when the member was a minor:

1. Spouse, and parents and siblings thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses and siblings thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof; and
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition. A domestic partner means an adult in a committed relationship with another adult. Committed relationship means one in which the member, and the domestic partner of the member, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations.

Step and in-law relationships are included in this definition, even if the marriage has been dissolved, or a marriage partner is deceased.

Family member may also include the member’s legal guardian or conservator or someone who was the legal guardian or conservator of the member when the member was a minor or required a legal guardian or conservator;

Family Model Residential Support – A type of residential service having individualized services and supports that enable an enrollee to acquire, retain, or improve skills necessary to reside successfully in a family environment in the home of trained caregivers other than the family of origin. The service includes direct assistance as needed with activities of daily living, household chores essential to the health and safety of the enrollee, budget management, attending appointments, and interpersonal and social skills building to enable the enrollee to live in a home in the community. It also may include medication administration as permitted under Tennessee’s Nurse Practice Act.

Fee-for-Service – A method of making payment for health services based on a fee schedule that specifies payment for defined services.

Fiscal Employer Agent (FEA) – An entity contracting with the State and/or an MCO that helps CHOICES, 1915(c) waiver, and Katie Beckett Part A members participating in consumer direction of eligible CHOICES, 1915(c) waiver, or eligible Katie Beckett HCBS. The FEA provides both financial administration and supports brokerage functions for CHOICES or 1915(c) waiver members participating in consumer direction of eligible CHOICES HCBS and parents or other legal guardians of Katie Beckett Part A members participating in consumer direction of eligible Katie Beckett HCBS. This term is used by the IRS to designate an entity operating under Section 3504 of the IRS code, Revenue Procedure 70-6 and Notice 2003-70, as the agent to members for the purpose of filing certain federal tax forms and paying federal income tax withholding, FICA and FUTA taxes. The FEA also files state income tax withholding and unemployment insurance tax forms and pays the associated taxes and processes payroll based on the eligible CHOICES, 1915(c) waiver, or eligible Katie Beckett HCBS authorized and provided.

FQHC – Federally Qualified Health Center.

Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State law (see 42 CFR 455.2).

General Marketing – Any communication or activity that can reasonably be interpreted as intended to promote the Contractor, including, but not limited to, advertising, publicity, and positioning.

Grand Region – A defined geographical region that includes specified counties in which the Contractor is authorized to enroll and serve TennCare enrollees in exchange for a monthly administrative fee payment. The Contractor shall serve an entire Grand Region. The following counties constitute the Grand Regions in Tennessee:

**East Grand Region** – Anderson, Bledsoe, Blount, Bradley, Campbell, Carter, Claiborne, Cocke, Franklin, Grainger, Greene, Grundy, Hamblen, Hamilton, Hancock, Hawkins, Jefferson, Johnson, Knox, Loudon, Marion, McMinn, Meigs, Monroe, Morgan, Polk, Rhea, Roane, Scott, Sequatchie, Sevier, Sullivan, Unicoi, Union, and Washington Counties

**Middle Grand Region** – Bedford, Cannon, Cheatham, Clay, Coffee, Cumberland, Davidson, DeKalb, Dickson, Fentress, Giles, Hickman, Houston, Humphreys, Jackson, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Overton, Perry, Pickett, Putnam, Robertson, Rutherford, Smith, Stewart, Sumner, Trousdale, Van Buren, Warren, Wayne, White, Williamson, and Wilson Counties

**West Grand Region** – Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton, and Weakley Counties

Grand Rounds – As used with respect to CHOICES members residing in a nursing facility, a planned quarterly meeting between nursing facility staff and MCO staff, including, at minimum, the care coordinator(s) assigned to residents of the facility conducted in order to: (1) address issues or concerns regarding members who have experienced a potential significant change in needs or circumstances or about whom the nursing facility or MCO has concerns (not necessarily all members who are residents of the facility); (2) identify any change in services or interventions for the members, including but not limited to changes in the members' plans of care or supplements to the members' plans of care; and (3) facilitate access to and coordination of physical health and/or Behavioral Health Services needed by the members and to ensure the proper management of the members' acute and/or chronic conditions. At least two of the quarterly Grand Rounds per year shall be conducted on-site in the facility.

Grievance – A complaint or an expression of dissatisfaction about any matter other than an Adverse Benefit Determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the enrollee's rights regardless of whether remedial action is requested. Grievance includes an enrollee's right to dispute an extension of time proposed by the MCO, PIHP or PAHP to make an authorization decision. See 42 C.F.R. §438.400(b).

Grievance System – The processes the Contractor implements to handle grievances, as well as the processes to collect and track information about them. See 42 C.F.R. §438.400(b).

Health Coaching – A method of guiding and motivating members participating in Population Health programs to address their health by engaging in self-care and, if needed, make behavioral changes to improve their health. Health coaching operates on the premise that increasing a member's confidence in managing their health and achieving their own goals will have a more lasting effect on outcomes.

Health Maintenance Organization (HMO) – An entity certified by TDCI under applicable provisions of T.C.A. Title 56, Chapter 32.

Health Starts Initiative – Describes programming and initiatives intended to address social risk factors through the utilization of screening for social risk factors, referring to community-based organization, and closing the loop on referrals.

Healthcare Effectiveness Data and Information Set (HEDIS) – The most widely used set of standardized performance measures used in the managed care industry, designed to allow reliable comparison of the performance of managed health care plans. HEDIS is sponsored, supported, and maintained by the National Committee for Quality Assurance.

HIPAA – Health Insurance Portability and Accountability Act of 1996, 45 CFR Parts 160 and 164.

HITECH – Health Information Technology for Economic and Clinical Health Act, Pub.L.111-5, Div. A, Title XIII, § 13001(a), Feb. 17, 2009, 123 Stat. 226.

Home and Community-Based Services (HCBS) – Services that are provided pursuant to a Section 1915(c) waiver or the CHOICES program as an alternative to long-term care institutional services in a nursing facility or an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) or to delay or prevent placement in a nursing facility. HCBS may also include optional or mandatory services that are covered by Tennessee’s Title XIX state plan or under the TennCare demonstration for all eligible enrollees, including home health or private duty nursing. However, only CHOICES or 1915(c) waiver HCBS are eligible for Consumer Direction. CHOICES HCBS do not include home health or private duty nursing services or any other HCBS that are covered by Tennessee’s Title XIX state plan or under the TennCare demonstration for all eligible enrollees, although such services are subject to estate recovery and shall be counted for purposes of determining whether a CHOICES member’s needs can be safely met in the community within their individual cost neutrality cap. The cost of home health and private duty nursing shall also be counted against the Individual Institutional Cost Limit for Statewide 1915(c) waiver members.

Hospice – Services as described in TennCare rules and regulations and 42 CFR Part 418, which are provided to terminally ill individuals who elect to receive hospice services provided by a certified hospice agency.

I/DD MLTSS Programs – Long-term services and supports for individuals with intellectual or developmental disabilities delivered through the managed care program; for purposes of this contract, refers collectively to the three 1915(c) HCBS waivers and ICF/IID services. (This contract does not include administration of ECF CHOICES.)

ICF/IID member – A member who has been enrolled in TennCare and is receiving services in an ICF/IID.

Immediate Eligibility – Temporary eligibility granted to a child upon entering into State custody in order to give children in State custody adequate access to medical and Behavioral Health Services, including TennCare Kids, until a final determination can be made on their TennCare eligibility.

Implementation Team (IT) – A team consisting of a physician, mental health professional(s) and other support(s) who are charged with staffing the steering panel and implementing the plan for children in State custody which has been provided and/or approved by the court as directed by TennCare.

Independent Support Coordinator – A qualified individual employed by a Support Coordination provider agency contracted with one or more MCOs to provide support coordination services to members in the Statewide or CAC Waivers and is responsible for the assessment, planning, implementation, coordination, and monitoring of services and supports that assist individuals with intellectual and developmental disabilities enrolled in the program to identify and achieve individualized goals related to work (in competitive, integrated employment), personal relationships, community involvement, understanding and exercising personal rights and responsibilities, financial management, increased independence and control over their own lives, and personal health and wellness as specified in the Person-Centered Support Plan (PCSP), and the tracking and measurement of progress and outcomes related to such individualized goals, as well as the provider’s performance in supporting the person’s achievement of these goals.

Individual Institutional Cost Limit – The federal requirement described in Section 1915(c)(4)(A) of the Social Security Act and 42 CFR 441.301(a)(3) and individually applied that the cost of providing care to a member in the Statewide 1915(c) Waiver, including 1915(c) Waiver HCBS and

Medicaid reimbursed home health and private duty nursing, shall not exceed the average annual cost of services in a private ICF/IID, as determined in accordance with TennCare policy.

Individual(s) with I/DD – One or more persons who have an intellectual or other developmental disability as defined under state law. Includes all individuals determined to have I/DD, whether or not they are receiving services through an I/DD MLTSS program.

Individual Program Plan (IPP) (42 CFR 483.440(c)) – The plan for individuals with intellectual disabilities in intermediate care facilities, developed by the facility’s interdisciplinary team, which includes opportunities for individual choice and self-management and identifies: the discrete, measurable, criteria-based objectives the individual is to achieve; and the specific individualized program of specialized and generic strategies, supports, and techniques to be employed. The IPP must be directed toward the acquisition of the behaviors necessary for the individual to function with as much self-determination and independence as possible, and the prevention or deceleration of regression or loss of current optimal functional status.

Individualized Integrated Employment – Sustained paid employment in a competitive or customized job with an employer:

- (A) for which an individual is compensated at or above the state’s minimum wage and is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, not including supervisory personnel or individuals providing services to the employee with a disability, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; or in the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities, and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and is eligible for the level of benefits provided to other employees; and is engaged, preferably, in full-time work; and
- (B) is at a location typically found in the community; and
  - a. to be typically found in the community, an employment location should be found in the competitive labor market and not formed for the specific purpose of employing individuals with disabilities; and
- (C) where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and
- (D) that, as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions; and
- (E) that is not paid employment or training in a business enterprise owned or operated by a provider of the individual’s employment services.

Individually Identifiable Health Information – Any information, including demographic information, collected from an individual, that (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (b) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and identifies the individual; with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

Individuals with Limited English Proficiency (LEP) – Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand the English language.

Information System(s) (Systems) – A combination of computing and telecommunications hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange and/or transmission of information, i.e., structured data (which may include digitized audio and video) and documents as well as non-digitized audio and video; and/or (b) the processing of information and non-digitized audio and video for the purposes of enabling and/or facilitating a business process or related transaction.

Interactive Contact – As it pertains to Population Health, it is two-way interaction between the MCO and the member, during which the member receives self-management support, health education, or care coordination through one of the following methods: telephone; in-person contact (i.e., individual or group); online contact; interactive web-based module; live chat; secure email; video conference; or interactive voice response. Interactive Contact shall not include any of the following: completion of a health appraisal; contact made for the sole purpose of making an appointment, leaving a message, or verifying receipt of materials; contact made for the sole purposes of informing members of the availability of affinity programs (e.g., subsidized gym memberships, device purchases, discounted weight loss subscriptions).

Interactive Intervention (Touch) – As it pertains to Population Health it is a two way interaction in which the member receives self-management support or health education by one of the following modes: an interactive mail-based communication (i.e. mail-based support or education requested by the member, communication in the form of a member survey, quiz or assessment of member knowledge gained from reading the communication); an interactive telephone contact; including an interactive voice response (IVR) module; an in person contact; and online contact including contact by an interactive web-based module; live chat and secure e-mail. Interactive contacts do not include completion of a health risk appraisal or contacts made only to make an appointment, leave a message, or acknowledge receipt of materials.

Intervention – An action or ministrations that is intended to produce an effect or that is intended to alter the course of a pathologic process.

Katie Beckett Home and Community-Based Services (HCBS) – Specified wraparound services that are available only to eligible children enrolled in Katie Beckett Part A. Only certain Katie Beckett Part A HCBS are eligible for Consumer Direction. Katie Beckett Part A HCBS do not include home health or private duty nursing services or any other HCBS that are covered by Tennessee’s Title XIX State Plan or under the TennCare demonstration for all eligible children, although such services shall be counted for purposes of determining whether the cost of providing a Katie Beckett Part A member’s needs at home will exceed the estimated Medicaid cost of institutional care.

Katie Beckett Part A Member – A member who has been enrolled by TennCare into Part A of the Katie Beckett Program.

Katie Beckett Part A – One of two components of Tennessee’s Katie Beckett Program that serves a limited number of children with the most significant disabilities or complex medical needs who meet institutional level of care, as established by TennCare, and who qualify for Medicaid only by waiving the deeming of parents’ income and/or assets to the child. Children enrolled by TennCare into Katie Beckett Part A are eligible to receive all covered, medically necessary Medicaid benefits, including benefits provided under the Early Periodic Screening, Diagnosis and Treatment (EPSDT)

program as well as case management and specified wraparound home- and community-based services not otherwise covered by the Medicaid program, including respite. Part A will consist of children who are under age 18 who (1) have medical needs that are likely to last at least twelve months or result in death; and result in severe functional limitations based on medical eligibility criteria developed by TennCare specifically for children; (2) qualify for care in a medical institution; and (3) qualify for supplemental security income (SSI) due to the child's disability – except for the parent's income and/or assets. To qualify for (initial and continued) enrollment in Katie Beckett Part A, a licensed physician must agree and certify that in-home care will meet the child's needs, the cost of providing the child's care at home (including traditional Medicaid benefits and wraparound HCBS) cannot exceed the estimated Medicaid cost of institutional care, and the child cannot be Medicaid-eligible or receiving long-term services and supports in another Medicaid program.

Katie Beckett Part B – One of two components of Tennessee's Katie Beckett Program operated by the Department of Intellectual and Developmental Disabilities (DIDD) which offers only a capped package of wraparound services and supports including premium assistance on a sliding fee scale to a broader group of children with disabilities, including those "at risk" of institutionalization.

Law – Statutes, codes, rules, regulations, and/or court rulings.

Legal Guardian – For purposes of Part A of the Katie Beckett Program, the individual with physical custody of the child and the legal authority to make decisions concerning the child's protection, education, care, medical treatment, etc., including the child's PCSP for Katie Beckett Part A. Generally, the child's parent(s) is the legal guardian except when guardianship has been otherwise established through court proceedings.

Legally Appointed Representative – Any person appointed by a court of competent jurisdiction or authorized by legal process (e.g., power of attorney for health care treatment, declaration for mental health treatment) to determine the legal and/or health care interests of an individual and/or their estate.

Limited English Proficient (LEP) – Means potential enrollees and enrollees who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be LEP and may be eligible to receive language assistance for a particular type of service, benefit, or encounter. See 42 C.F.R. §438.10(a).

Long-Term Services and Supports (LTSS) – Services and supports provided under the CHOICES, ECF CHOICES, 1915(c) HCBS Waivers, PACE program, and to individuals in ICFs/IID, of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the beneficiary to live or work in the setting of their choice, which may include the individual's home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.

Long-Term Services and Supports Ombudsman Program – A statewide program for the benefit of individuals residing in long-term care facilities, which may include nursing homes, residential homes for the aged, assisted care living facilities, and community-based residential alternatives developed by the State. The Ombudsman is available to help these individuals and their families resolve questions or problems. The program is authorized by the federal Older Americans Act and administered by the Tennessee Commission on Aging and Disability (TCAD).



Maintenance of Effort (MOE) – Provisions in the American Recovery and Reinvestment Act (ARRA) (Pub. L. 111–5) (Feb. 17, 2009) and the Affordable Care Act (ACA) to ensure that States’ coverage for adults under the Medicaid program remains in place and that “eligibility standards, methodologies, and procedures” are not more restrictive than those in place as of July 1, 2008 for purposes of the ARRA and March 23, 2010, for purposes of the ACA pending the establishment of specific provisions of ACA (i.e., a fully operational Exchange) on January 1, 2014.

Managed Long-Term Services and Supports (MLTSS) – The delivery of long-term services and supports through Medicaid managed care programs.

Managed Care Organization (MCO) – An HMO that participates in the TennCare program.

Mandatory Outpatient Treatment (MOT) – Process whereby a person who was hospitalized for psychiatric reasons and who requires outpatient treatment can be required by a court to participate in that behavioral health outpatient treatment to prevent deterioration in their mental condition.

Medical Expenses – Shall be determined as follows:

1. Medical Expenses include the amount paid to providers for the provision of covered physical health, behavioral health, and/or long-term care services to members pursuant to the following listed Sections of the Contract:
  - a. Section 2.6.1, Contractor Covered Benefits;
  - b. Section 2.6.4, Second Opinions;
  - c. Section 2.6.5, Use of Cost Effective Alternative Services;
  - d. Section A.2.7, Specialized Services except TennCare Kids member and provider outreach and education, health education and outreach and advance directives;
  - e. Capitated payment to licensed providers;
  - f. Medical services directed by TennCare or an Administrative Law Judge; and
  - g. Net impact of reinsurance coverage purchased by the Contractor.
2. Preventive Services: In order for preventive services in Section A.2.6 (including, but not limited to, health education, medical case management and health promotion activities) to qualify as medical expenses, the service must be targeted to and limited to the Contractor’s enrollees or targeted to meet the enrollee’s individual needs and the allocation methodology for capturing said costs must be approved by TennCare.
3. Medical case management may qualify as medical expenses if the service is targeted to meet the enrollee’s individual needs and the allocation methodology for capturing said costs is approved by TennCare.
4. Medical Expenses do not include:
  - a. 2.6.2 TennCare Benefits Provided by TennCare;

- b. 2.6.7 Cost Sharing and Patient Liability;
  - c. 2.10 Services Not Covered;
  - d. Services eligible for reimbursement by Medicare;
  - e. The activities described in or required to be conducted in Attachments II through XI, which are administrative costs; and
  - f. The two percent HMO tax.
5. Medical expenses shall be net of any TPL recoveries or subrogation activities.
6. This definition does not apply to NAIC filings.

Medical Home – As defined by Population Health and per NCQA, the Medical Home is a model for care provided by physician practices aimed at strengthening the physician-patient relationship by replacing episodic care based on illnesses and patient complaints with coordinated care and a long-term healing relationship.

Medical Necessity – Medical Necessity and Medically Necessary as used in this Contract shall have the meaning contained in Tenn. Code Ann. 71-5-144 and TennCare Rule 1200-13-16, and other TennCare rules, as applicable.

Medical Records – All medical, behavioral health, and long-term care histories; records, reports and summaries; diagnoses; prognoses; records of treatment and medication ordered and given; X-ray and radiology interpretations; physical therapy charts and notes; lab reports; other individualized medical, behavioral health, and long-term care documentation in written or electronic format; and analyses of such information.

Medical Residential Services – A type of residential service provided in a residence where all residents require direct skilled nursing services and habilitative services and supports that enable an enrollee to acquire, retain, or improve skills necessary to reside in a community-based setting. Medical Residential Services must be ordered by the enrollee's physician, physician assistant, or a nurse practitioner, who shall document the medical necessity of the services and specify the nature and frequency of the nursing services. The enrollee who receives Medical Residential Services shall require direct skilled nursing services on a daily basis and at a level which cannot for practical purposes be provided through to or fewer daily skilled nursing visits. The service includes direct assistance as needed with activities of daily living, household chores essential to the health and safety of the enrollee, budget management, attending appointments, and interpersonal and social skills building to enable the enrollee to live in a home in the community. It also may include medication administration as permitted under Tennessee's Nurse Practice Act.

Member – A TennCare enrollee who enrolls in the Contractor's MCO under the provisions of this Contract (see Enrollee, also).

Member Month – A month of coverage for a TennCare enrollee enrolled in the Contractor's MCO.

Memorandum of Understanding (MOU) – A memorandum of understanding is a document that describes an agreement between two or more parties.

Mental Health Services – The diagnosis, evaluation, treatment, residential care, rehabilitation, counseling or supervision of persons who have a mental illness.

MOE Demonstration Group – Individuals who are age 65 and older and adults age 21 and older with disabilities who (1) meet nursing home financial eligibility, (2) do not meet the nursing facility level of care criteria in place on July 1, 2012; and (3) in the absence of TennCare CHOICES services, are “at risk” of institutionalization. The MOE Demonstration Group is open only between July 1, 2012, through June 30, 2015. Individuals enrolled in the MOE Demonstration Group as of June 30, 2015, may continue to qualify in this group after June 30, 2015, so long as they (1) continue to meet Nursing Facility financial eligibility and the LOC criteria in place when they enrolled; and (2) remain continuously enrolled in the MOE Demonstration Group and in CHOICES 3.

Money Follows the Person Rebalancing Demonstration (MFP) – A federal grant established under the Deficit Reduction Act and extended under the Affordable Care Act, the Medicaid Extenders Act of 2019 (P.L. 116-3), the Medicaid Services Investment and Accountability Act of 2019 (P.L. 116-16), the Sustaining Excellence in Medicaid Act of 2019 (P.L. 116-39), Sec 205: Further Consolidated Appropriations Act, 2020 (P.L. 116-94), Sec 3811: Coronavirus Aid, Relief, and Economic Security Act, 2020 (P.L. 116-136), and Consolidated Appropriations Act, 2021 (P.L. 116-260), that will assist Tennessee in transitioning Eligible Individuals from a Qualified Institution into a Qualified Residence in the community and in rebalancing long-term care expenditures. The grant provides enhanced match for HCBS provided during the first 365 days of community living following transition.

NAIC – National Association of Insurance Commissioners.

National Committee for Quality Assurance (NCQA) – A nonprofit organization committed to assessing, reporting on and improving the quality of care provided by organized delivery systems.

Non-Contract Provider – Any provider that is not directly or indirectly employed by or does not have a provider agreement with the Contractor or any of its subcontractors pursuant to the Contract between the Contractor and TennCare.

Non-Interactive Intervention (Touch) – As it pertains to Population Health it is a one way attempt to interact or communicate with members. There is no confirmation of receipt. This does not include completion of a health appraisal.

Notice of Readiness Review Findings – A notice issued by TennCare to Contractor via control memorandum based on the results of the Readiness Review activities.

Non-Quantitative Treatment Limitations (NQTL) – Non-quantitative Treatment Limitations (NQTL) include various strategies, standards, or processes, with no numerical value attached, that insurers leverage to limit a duration or scope of benefits provided by an insurance plan. NQTLs could include, as an example, different requirements for pre-authorizations, network tiers, and pharmaceutical formularies.

Office of the Comptroller of the Treasury – The Comptroller of the Treasury is a State of Tennessee constitutional officer elected by the General Assembly for a term of two years. Statutes prescribe the comptroller's duties, the most important of which relate to audit of state and local government entities and participation in the general financial and administrative management of state government.

Office of Inspector General (OIG) – The State of Tennessee agency that investigates and may prosecute civil and criminal fraud, waste, and abuse of the TennCare program or any other violations of state law related to the operation of the TennCare program administratively, civilly or criminally.

One-Time CHOICES HCBS – Specified CHOICES HCBS which occur as a distinct event or which may be episodic in nature (occurring at less frequent irregular intervals or on an as needed basis for a limited duration of time). One-time HCBS include in-home respite, in-patient respite, assistive technology, minor home modifications, and/or pest control.

Ongoing CHOICES HCBS – Specified CHOICES HCBS which are delivered on a regular and ongoing basis, generally one or more times each week, or (in the case of community-based residential alternatives and PERS) on a continuous basis. Ongoing HCBS include community-based residential alternatives, personal care, attendant care, home-delivered meals, personal emergency response systems (PERS), and/or adult day care.

Oral Interpretation – Is the act of listening to something in one language (source language) and orally translating it into another language (target language).

PASRR – Preadmission Screening and Resident Review.

Patient Liability – The amount of an enrollee’s income, as determined by DHS, to be collected each month to help pay for the enrollee’s long-term care services.

Person-Centered Support Plan (PCSP) – As it pertains to 1915(c) waivers, the PCSP is a written plan developed by the independent support coordinator or DIDD case manager in accordance with person-centered planning requirements set forth in federal regulation, and in TennCare policies and protocols, using a person-centered planning process that accurately documents the member’s strengths, needs, goals, lifestyle preferences and other preferences and outlines the services and supports that will be provided to the member to help them achieve their preferred lifestyle and goals, and to meet their identified unmet needs (after considering the availability and role of unpaid supports provided by family members and other natural supports) through paid services provided by the member’s MCO and other payor sources. The person-centered planning process is directed by the member with long-term support needs and may include a representative whom the member has freely chosen to assist the member with decision-making, and others chosen by the member to contribute to the process. If the member has a guardian or conservator, the member shall lead the planning process to the maximum extent possible, and the guardian or conservator shall have a participatory role as needed and defined by the individual, except as explicitly defined under State law and the order of guardianship or conservatorship. Any decisions made on the member’s behalf should be made using principles of substituted judgment and supported decision-making. This planning process, and the resulting PCSP, will assist the member in achieving a personally defined lifestyle and outcomes in the most integrated community setting appropriate, ensure delivery of services in a manner that reflects personal preferences and choices, and contribute to the assurance of health, welfare, and personal growth. Services in 1915(c) waivers shall be authorized, provided, and reimbursed only as specified in the PCSP. For purposes of 1915(c) waivers members, these plans were called Individual Support Plans (ISPs) prior to July 1, 2021.

Pharmacy Benefits Manager (PBM) – An entity responsible for the provision and administration of pharmacy services.

Plan of Care – As it pertains to Population Health the plan of care is a personalized plan to meet a member’s specific needs and contains the following elements: prioritized goals that consider member and care giver needs which are documented; a time frame for re-evaluation; the resources to be utilized; a plan for continuity of care, including transition of care and transfers; and uses a collaborative approach including family participation. The plan of care is built upon the information collected from the health assessment to actively engage the member in developing goals and identifying a course of action to respond to the members’ needs. The goals and actions in the plan of care must address medical, social, educational, and other services needed by the member. Providing educational materials alone does not meet the intent of this factor.

As it pertains to Part A of the Katie Beckett Program, the plan of care is a written document developed by the Nurse Care Manager in accordance with this Contract and in a manner consistent with CFR §441.301(c)(1) through a person- and family-centered planning process that assesses the child’s strengths, needs, goals and challenges; and outlines the services and supports (including unpaid supports voluntarily provided by family members and other caregivers, and paid services provided by private insurance, the Contractor, and other payor sources) that will be provided to the child to meet the child’s physical and behavioral health and long-term services and supports needs and support the child in achieving their individualized goals. The child should be involved in helping to define their individualized goals and develop the plan of care to the maximum extent possible and appropriate. This planning process, and the resulting person- and family-centered plan of care shall: 1) ensure the delivery of services in a manner that reflects the child and family’s strengths, needs, preferences and choices; 2) assist the child in achieving personally defined outcomes in the most integrated community setting, which shall include planning and preparation for the child’s transition to employment and community living with as much independence as possible upon becoming an adult; and 3) help to engage, strengthen, support, and build the capacity and confidence of the family in order to ensure the child’s safety, well-being and permanency. Services in the Katie Beckett Program shall be authorized, provided, and reimbursed only as specified in the plan of care.

For purposes of CHOICES, 1915(c) waivers, and Part A of the Katie Beckett Program “plan of care” shall be used interchangeably with “person-centered support plan” or “PCSP”.

Population Health Care Coordination Program – The program addresses acute health needs or risks which need immediate attention. Assistance provided to enrollees is short-term and time limited in nature. Activities may include, but are not limited to, assistance with making appointments, transportation, social services, etc. and should not be confused with activities provided through CHOICES Care Coordination, 1915(c) waiver Independent Support Coordination or Case Management.

Post-stabilization Care Services – Covered services, related to an emergency medical condition that are provided after a member is stabilized in order to maintain the stabilized condition, or, under the circumstances described in 42 CFR 438.114(e), to improve or resolve the member’s condition.

Prepaid Limited Health Service Organization (PLHSO) – An entity certified by TDCI under applicable provisions of T.C.A. Title 56, Chapter 51.

Presumptive Eligibility – An established period of time during which certain pregnant women are eligible for TennCare Medicaid. During this period of time the presumptively eligible enrollee must complete a full application for Medicaid in order to stay on the program. Eligibility extends from the presumptive eligibility effective date through the end of the following month unless a full

Medicaid application is completed. When a full Medicaid application is completed, presumptive eligibility is provided until an eligibility determination is made on the full Medicaid application.

Primary Care Physician – A physician responsible for providing preventive and primary health care to patients; for initiating referrals for specialist care; and for maintaining the continuity of patient care. A primary care physician is generally a physician who has limited their practice of medicine to general practice or who is an Internist, Pediatrician, Obstetrician/Gynecologist, Geriatrician, or Family Practitioner. However, as provided in Section 2.11.2.4 of this Contract, in certain circumstances other physicians may be primary care physicians if they are willing and able to carry out all PCP responsibilities in accordance with this Contract.

Primary Care Provider (PCP) – A primary care physician or other licensed health practitioner practicing in accordance with state law who is responsible for providing preventive and primary health care to patients; for initiating referrals for specialist care; and for maintaining the continuity of patient care. A PCP may practice in various settings such as local health departments, FQHCs or community mental health agencies (CMHAs) provided that the PCP is willing and able to carry out all PCP responsibilities in accordance with this Contract.

Primary Treatment Center (PTC) – A center developed by DCS for the purpose of providing short-term evaluation and treatment to children who have just come into custody, children already in State custody, children who have been released from State custody and who have been recommitted, and children who are at imminent risk of entering custody.

Prior Authorization – The act of authorizing specific services or activities before they are rendered or occur.

Priority Enrollee – An enrollee that has been identified by TennCare as vulnerable due to certain mental health diagnoses.

Privacy Breach – The acquisition, access, use, or disclosure of PHI in a manner which compromises the security or privacy of the PHI as governed by the provisions of HIPAA and other federal and state laws. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.

Privacy Rule – Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

Program of All-Inclusive Care for the Elderly (PACE) – PACE is a program that provides comprehensive medical and social services to frail, elderly people who are eligible for both Medicare and Medicaid and who can live safely in the community instead of a nursing home.

Protected Health Information (PHI) – Individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium.

Provider – An institution, facility, agency, physician, health care practitioner, or other entity that is licensed or otherwise authorized to provide any of the covered services in the state in which they are furnished. Provider does not include consumer-directed workers (see Consumer-Directed Worker); nor does provider include the FEA (see Fiscal Employer Agent).

Provider Agreement – An agreement, using the provider agreement template approved by TDCI, between the Contractor and a provider or between the Contractor’s subcontractor and a provider that describes the conditions under which the provider agrees to furnish covered services to the Contractor’s members.

Qualified Institution – With respect to Tennessee’s MFP Rebalancing Demonstration, and pursuant to Section 6071(b)(3) of the DRA, a hospital, nursing facility, or ICF/IID.

Qualified Residence – With respect to Tennessee’s MFP Rebalancing Demonstration, and pursuant to Section 6071(b)(6) of the DRA, the residence in the community in which an Eligible Individual will reside upon transition to the community which shall be one of the following:

1. A home owned or leased by an Eligible Individual or the individual's family member;
2. An apartment with an individual lease, with lockable access and egress, and which includes living, sleeping, bathing, and cooking areas over which the Eligible Individual or the individual's family has domain and control; or
3. A residence in a community-based residential setting in which no more than four (4) unrelated individuals reside.

Additional requirements pertaining to a Qualified Residence set forth in MFP Policy Guidance issued by the Centers for Medicare and Medicaid Services (CMS) shall apply for all persons participating in MFP.

Quality Management/Quality Improvement (QM/QI) – The development and implementation of strategies to assess and improve the performance of a program or organization on a continuous basis. This includes the identification of key measures of performance, discovery and data collection processes, identification and remediation of issues, and systems improvement activities.

Readiness Review – Readiness Reviews may include, but are not limited to, desk and on-site review of documents provided by the Contractor, a walk-through of the Contractor’s operations, system demonstrations (including systems connectivity testing), and interviews with Contractor’s staff. The scope of the review may include any and all requirements of the Contract, as determined by TennCare.

Reconsideration – Mandatory component of the TennCare Benefit Appeal Process by which an MCO reviews and renders a decision affirming or reversing the adverse benefit determination at issue in the enrollee’s request for SFH. An MCO satisfies the plan-level requirements of 42 C.F.R. 438 Subpart F when the review includes all available, relevant, clinical documentation (including documentation which may not have been considered in the original review); is performed by a physician other than the original reviewing physician; and produces a timely written finding.

Record Request – Written request seeking access to a record.

Recovery – A consumer driven process in which consumers are able to work, learn and participate fully in their communities. Recovery is the ability to live a fulfilling and productive life despite a disability.

Regulatory Requirements – Any requirements imposed by applicable federal, state or local laws, rules, regulations, court orders and consent decrees, a program contract, or otherwise imposed by

TennCare in connection with the operation of the program or the performance required by either party under an agreement.

Repayment – The process by which an MCO, the State of Tennessee or the Federal government, or any of their Bureaus, Agencies or Contractors recover Title XIX monies paid to an MCO, provider or enrollee.

Reportable Event – For the purposes of CHOICES HCBS and I/DD MLTSS Programs, a Reportable Event is an event that is classified as Tier 1, Tier 2, or Additional Reportable Events, as defined by TennCare, that the contracted provider, Contractor, or FEA staff shall be responsible for reporting to the Contractor and/or DIDD, as specified by TennCare. The contracted provider, Contractor, and/or DIDD, as applicable, shall be responsible for managing, tracking and trending in order to prevent similar occurrences in the future whenever possible as is further detailed in Section 2.15.7 of this Contract.

Additional Reportable Events and Interventions – An Additional Reportable Event is an event which is not related to abuse, neglect, or exploitation, that the provider, MCO, or FEA staff shall be responsible for reporting to the MCO and/or DIDD as specified in TennCare protocol. A Reportable Intervention is a measure taken to promote the health and safety of the person, which is not related to abuse, neglect, or exploitation, that the provider, MCO, or FEA staff shall be responsible for reporting to the MCO and/or DIDD as specified in TennCare protocol.

Representative – In general, for CHOICES or 1915(c) waiver members, a person who is at least eighteen (18) years of age and is authorized in writing by the member to participate in care planning and implementation and to speak and make decisions on the member's behalf, including but not limited to identification of needs, preference regarding services and service delivery settings, and communication and resolution of complaints and concerns. As it relates to consumer direction of eligible CHOICES or 1915(c) waiver HCBS, a person who is authorized by the member to direct and manage the member's worker(s) and signs a representative agreement. The representative for consumer direction of eligible CHOICES HCBS must also: be at least eighteen (18) years of age; have a personal relationship with the member and understand their support needs; know the member's daily schedule and routine, medical and functional status, medication regimen, likes and dislikes, and strengths and weaknesses; and be physically present in the member's residence on a regular basis or at least at a frequency necessary to supervise and evaluate workers.

Representative Agreement – The agreement between a CHOICES or 1915(c) waiver member electing consumer direction of eligible CHOICES or 1915(c) waiver HCBS who has a representative direct and manage the consumer's worker(s) and the member's representative that specifies the roles and responsibilities of the member and the member's representative.

Residential Habilitation – A type of residential service having individualized services and supports that enable an enrollee to acquire, retain, or improve skills necessary to reside in a community-based setting including direct assistance with activities of daily living essential to the health and safety of the enrollee, budget management, attending appointments, and interpersonal and social skills building to enable the enrollee to live in a home in the community. It may also include medication administration as permitted under Tennessee's Nurse Practice Act.

Resilience – A dynamic developmental process for children and adolescents that encompasses positive adaptation and is manifested by traits of self-efficacy, high self-esteem, maintenance of hope and optimism within the context of significant adversity.



Risk Agreement – An agreement signed by a CHOICES Group 2 or 3 member who will receive CHOICES HCBS (or their representative) that includes, at a minimum, identified risks to the member of residing in the community and receiving HCBS, the possible consequences of such risks, strategies to mitigate the identified risks, and the member’s decision regarding their acceptance of risk. For members electing to participate in consumer direction, the risk agreement must include any additional risks associated with the member’s decision to act as the employer of record, or to have a representative act as the employer of record on their behalf. See Section 2.9.7 of this Contract for related requirements.

Risk Assessment – As part of the person-centered planning process for members in 1915(c) waivers, the Contractor shall assess risk based on member preference for service delivery, including risks specific to consumer direction, and shall further assess risk in instances in which a member's health, safety, or wellness has changed. If, during this assessment, risk is identified, each risk shall be incorporated individually into the PCSP in the applicable section(s), and each risk must include a corresponding mitigation strategy. The Contractor shall routinely assess risks identified in the member’s PCSP, as well as corresponding mitigation strategies, to determine whether such risks are ongoing, and if so, whether the existing mitigation strategies continue to be appropriate.

Routine Care – Non-urgent and non-emergency medical or behavioral health care such as screenings, immunizations, or health assessments.

Safeguarding Enrollee Information – To maintain reasonable and appropriate administrative, technical, and physical safeguards to ensure the integrity and confidentiality of the information; to protect against any reasonably anticipated threats or hazards to the security or integrity of the information; and to protect against unauthorized uses or disclosures of the information.

Savings – Residual monies remaining after the administrative costs described in this Contract are deducted from administrative payment fees paid by TennCare.

Security Incident – The attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations in an information system.

Security Rule – The Final Rule adopting Security Standards for the Protection of Electronic Health Information at 45 CFR Parts 160 and 164.

SelectCommunity – SelectCommunity is a special component of the TennCare Select program, developed specifically for individuals with I/DD. Person- and family-centered planning will be conducted for children enrolled in SelectCommunity in a manner consistent with CFR 441.301(c)(1), using SelectCommunity Nurse Care Managers who have specialized training in developmental disabilities, and in a family-centered approach.

Self-Determination Waiver Program – A Home and Community-Based Services (HCBS) Waiver (Control Number TN 0427) approved by the Centers for Medicare and Medicaid Services pursuant to Section 1915(c) of the Social Security Act which serves children and adults with intellectual disabilities and children under age six with developmental delay who qualify for and, absent the provision of services provided under the Self-Determination waiver, would require placement in a private Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID). The Self-Determination Waiver Program affords persons supported the opportunity to directly manage selected services, including the recruitment and management of service providers. Participants and families (as appropriate) electing self-direction are empowered and have the responsibility for

managing, in accordance with waiver service definitions and limitations, a self-determination budget affording flexibility in service design and delivery. The Self-Determination Waiver Program serves persons who have an established non-institutional place of residence where they live with their family, a non-related caregiver or in their own home and whose needs can be met effectively by the combination of waiver services through this program and natural and other supports available to them. The Self-Determination Waiver does not include residential services such as supported living. The Self-Determination Waiver offers a continuum of services that are designed to support each person's independence and integration into the community, including opportunities for employment and work in competitive integrated settings and engage in community life. A person-centered planning process is used to identify services to be included in each waiver participant's Person-Centered Support Plan, based on the person's individually identified goals and need for specific services to advance toward, achieve or sustain those goals.

Self-Direction of Health Care Tasks – A decision by a CHOICES or 1915(c) waiver member participating in consumer direction or the parent or other legal guardian of a Katie Beckett Part A member to direct and supervise paid worker delivering eligible CHOICES or 1915(c) waiver HCBS or eligible Katie Beckett HCBS in the performance of health care tasks that would otherwise be performed by a licensed nurse. Self-direction of health care tasks is not a service, but rather health care-related duties and functions (such administration of medications) that a CHOICES or 1915(c) waiver member participating in consumer direction or the parent or other legal guardian of a child enrolled in Part A of the Katie Beckett Program may elect to have performed by a consumer-directed worker as part of the delivery of eligible CHOICES or 1915(c) waiver HCBS or eligible Katie Beckett HCBS s/he is authorized to receive.

Service Agreement – The agreement between a CHOICES or 1915(c) waiver member electing consumer direction of eligible HCBS (or the member's representative) and the member's consumer-directed worker that specifies the roles and responsibilities of the member (or the member's representative) and the member's worker.

Service Gap – A delay in initiating any long-term care services and/or a disruption of a scheduled, ongoing CHOICES or 1915(c) waiver HCBS that was not initiated by a member, including late and missed visits.

Shall – Indicates a mandatory requirement or a condition to be met.

Social Needs – Basic resources, such as food, safe housing, or transportation.

Social Risk Factors – Conditions in the environments in which people live, learn, work, play, worship, and age that affect a wide range of individual and Population Health, functioning, and quality of life outcomes and risks. Social risk factors include socioeconomic status, education, neighborhood, and physical environment (e.g., Housing), employment, social support networks and access to health care. These social and structural factors are key drivers of health care utilization and disparities in health status.

Span of Control – Information systems and telecommunications capabilities that the Contractor itself operates or for which it is otherwise legally responsible according to this Contract. The Contractor's span of control also includes Systems and telecommunications capabilities outsourced by the Contractor.

Specialty Services – Includes Essential Hospital Services, services provided by Centers of Excellence, and specialty physician services.

SSA – Social Security Administration.

SSI – Supplemental Security Income.

Start Date of Operations – The date, as determined by TennCare, when the Contractor shall begin providing services to members.

State – The State of Tennessee, including, but not limited to, any entity or agency of the state, such as the Tennessee Department of Finance and Administration, the Office of Inspector General, the Division of TennCare, the Tennessee Bureau of Investigation, Medicaid Fraud Control Unit, the Tennessee Department of Mental Health and Developmental Disabilities, the Tennessee Department of Children’s Services, the Tennessee Department of Health, the Tennessee Department of Commerce and Insurance, and the Office of the Attorney General.

State Fair Hearing (SFH) – The Benefit Appeal Process set forth in subpart E of part 431 chapter IV, title 42 under which TennCare enrollees have the right to request a SFH (synonymous with “Appeal”) to contest MCC-proposed Adverse Benefit Determinations. CoverKids/CHIP program enrollees do not have the right to receive a SFH, but may receive a CoverKids “Review”. See 42 CFR §438.400(b).

Statewide Home and Community-Based Services (HCBS) Waiver – A HCBS Waiver (Control Number TN 0128) approved by the Centers for Medicare and Medicaid Services pursuant to Section 1915(c) of the Social Security Act which serves children and adults with intellectual disabilities and children under age six with a developmental disability who qualify for and, absent the provision of services provided under the Statewide Waiver, would require placement in a private Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID). The Statewide Waiver offers a continuum of services that are designed to support each person’s independence and integration into the community, including opportunities for employment and work in competitive integrated settings and engage in community life. A person-centered planning process is used to identify services to be included in each waiver participant’s Person-Centered Support Plan, based on the person’s individually identified goals and need for specific services to advance toward, achieve or sustain those goals.

Subcontract – An agreement entered into by the Contractor with any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor’s obligations to TennCare under the terms of this Contract (e.g., claims processing, disease management) when the intent of such an agreement is to delegate the responsibility for any major service or group of services required by this Contract. This shall also include any and all agreements between any and all subcontractors for the purposes related to securing or fulfilling the Contractor’s obligations to TennCare under the terms of this Contract. Agreements to provide covered services as described in Section A.2.6 of this Contract shall be considered provider agreements and governed by Section A.2.12 of this Contract. Agreements that provide both covered services and administrative services shall be treated as provider agreements.

Substance Use Disorder Services – The assessment, diagnosis, treatment, detoxification, residential care, rehabilitation, education, training, counseling, referral or supervision of individuals who are abusing or have abused substances.

Supported Living – A type of residential service having individualized services and supports that enable an enrollee to acquire, retain or improve skills necessary to reside in a home that is under

the control and responsibility of the enrollee. The service includes direct assistance as needed with activities of daily living, household chores essential to the health and safety of the enrollee, budget management, attending appointments, and interpersonal and social skills building to enable the enrollee to live in a home in the community. It also may include medication administration as permitted under Tennessee's Nurse Practice Act.

Supports Broker – An individual assigned by the FEA to each CHOICES, 1915(c) waiver, or Katie Beckett Part A member participating in consumer direction who assists the member/representative as needed in performing certain employer of record functions as follows: developing job descriptions; recruiting, interviewing, and hiring workers; member and worker enrollment in consumer direction and consumer direction training; and developing (as part of the onboarding process for new workers) a schedule for the member's workers that comports with the schedule at which services are needed by the member as reflected in the plan of care. The supports broker shall also assist the member as needed with developing and verifying the initial back-up plan for consumer direction. The supports broker collaborates with the member's care coordinator, support coordinator, independent support coordinator, nurse care manager, or DIDD case manager, as appropriate. The supports broker does not have authority or responsibility for consumer direction. The member or member's representative must retain authority and responsibility for consumer direction.

System Unavailability – As measured within the Contractor's information systems span of control, when a system user does not get the complete, correct full-screen response to an input command within three (3) minutes after depressing the "Enter" or other function key.

T.C.A.– Tennessee Code Annotated.

TennCare – TennCare shall have the same meaning as "State."

TennCare or TennCare Program – The program administered by the single state agency, as designated by the state and CMS, pursuant to Title XIX of the Social Security Act and the Section 1115 research and demonstration waiver granted to the State of Tennessee and any successor programs.

TennCare CHOICES in Long-Term Care (CHOICES) – A program in which long-term care services for elders and/or persons with physical disabilities are integrated into TennCare's managed care delivery system.

TennCare Medicaid Enrollee – An enrollee who qualifies and has been determined eligible for benefits in the TennCare program through Medicaid eligibility criteria as described in TennCare rules and regulations.

TennCare Pre-Admission Evaluation Tracking System ( PAE Tracking System) – A component of the State's Medicaid Management Information System and the system of record for all Pre-Admission Evaluation (i.e., level of care) submissions and level of care determinations, as well as enrollments into and transitions between LTSS programs, including CHOICES, ECF CHOICES, 1915(c) waivers, and the State's MFP Rebalancing Demonstration (MFP), as a tracking mechanism for referral list management in ECF CHOICES, and which shall also be used to gather data required to comply with tracking and reporting requirements pertaining to MFP.

TennCare Standard Enrollee – An enrollee who qualifies and has been determined eligible for benefits in the TennCare program through eligibility criteria designated as “TennCare Standard” as described in the approved TennCare waiver and the TennCare rules and regulations.

TennCare Kids – Tennessee’s EPSDT program; see EPSDT.

Tennessee Bureau of Investigation, Medicaid Fraud Control Division (TBI MFCD) – The Tennessee Bureau of Investigation’s Medicaid Fraud Control Unit has the authority to investigate and prosecute (or refer for prosecution) violations of all applicable state and federal laws pertaining to fraud in the administration of the Medicaid program, the provision of medical assistance, the activities of providers of medical assistance in the state Medicaid program (TennCare), allegations of abuse or neglect of patients in health care facilities receiving payments under the state Medicaid program, misappropriation of patients’ private funds in such facilities, and allegations of fraud, waste, and abuse in board and care facilities.

Tennessee Department of Children’s Services (DCS) – The state agency responsible for child protective services, foster care, adoption, programs for delinquent youth, probation, aftercare, treatment and rehabilitation programs for identified youth, and licensing for all child-welfare agencies, except for child (day) care agencies and child support.

Tennessee Department of Commerce and Insurance (TDCI) – The state agency having the statutory authority to regulate, among other entities, insurance companies and health maintenance organizations.

Tennessee Department of Finance and Administration (F&A) – The state agency that oversees all state spending and acts as the chief corporate office of the state. It is the single state Medicaid agency. The Division of TennCare is a division of the Tennessee Department of Finance and Administration.

Tennessee Department of Health (DOH) – The state agency having the statutory authority to provide for health care needs in Tennessee.

Tennessee Department of Human Services (DHS) – The state agency having the statutory authority to provide human services to meet the needs of Tennesseans and enable them to achieve self-sufficiency.

Tennessee Department of Intellectual and Developmental Disabilities (DIDD) – The state entity contracted by TennCare to serve as the operational lead agency for Katie Beckett Part B and I/DD MLTSS Programs, including ECF CHOICES, the 1915(c) waivers, and ICF/IID services as set forth in the Interagency Agreements between TennCare and DIDD and the Program Operations between DIDD and the Contractor and DIDD. DIDD is also contracted by TennCare for the performance of certain intake, quality assurance, reportable event management and other functions as specified in the Interagency Agreements between TennCare and DIDD.

Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS) – The state agency having the authority to provide care for persons with mental illness, and /or substance use disorder needs.

Tertiary Pediatric Center (Center of Excellence for Children in or at risk of Custody) – A site recognized by the services it offers to be a referral site for children needing the highest level of

physical care. The five recognized tertiary care centers for pediatrics are in Johnson City, Knoxville, Chattanooga, Nashville, and Memphis.

Third Party Liability (TPL) – Any amount due for all or part of the cost of medical, behavioral health, or long-term care services from a third party.

Third Party Resource – Any entity or funding source other than the enrollee or their responsible party, which is or may be liable to pay for all or part of the cost of health care of the enrollee.

Transition Allowance – A per member allotment not to exceed two thousand dollars (\$2,000) per lifetime which may, at the sole discretion of the Contractor, be provided as a cost-effective alternative to continued institutional care for a CHOICES Group 1 or I/DD MLTSS Programs member in order to facilitate transition from a nursing facility or ICF/IID to the community when such member will, upon transition to CHOICES Group 2 or Group 3, receive more cost-effective non-residential home and community-based services or companion care. Items that may be purchased or reimbursed are only those items that the member has no other means to obtain and that are essential in order to establish a community residence when such residence is not already established and to facilitate the member's safe and timely transition, including rent and/or utility deposits, essential kitchen appliances, basic furniture, and essential basic household items, such as towels, linens, and dishes.

Transition Team – Teams the Contractor shall maintain beginning July 1, 2015 to fulfill its obligations pursuant to Nursing Facility to Community Transitions (see Section 2.9.7.8) and the MFP Rebalancing Demonstration (see Section 2.9.8). The Transition Team shall consist of at least one (1) dedicated staff person without a caseload in each Grand Region in which the Contractor serves TennCare members, who also meets the qualifications of a care coordinator specified in Section 2.9.7.13. The transition team may also include other persons with relevant expertise and experience who are assigned to support the care coordinator(s) in the performance of transition activities for a CHOICES Group 1 member. Any such staff shall not be reported in the care coordinator ratios specified in Section 2.9.7.13, and shall be responsible for proactively identifying TennCare members in NFs who are candidates to transition to the community and to further assist with the completion of the transition process specified in Section 2.9.7.8. All transition activities identified as responsibilities of the care coordinator shall be completed by an individual who meets all of the requirements to be a care coordinator.

Unsecured PHI – PHI information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of DHHS.

USC – United States Code.

Vital Documents – Vital Documents may include, but are not limited to, consent and complaint forms, intake and application forms with the potential for important consequences, notices pertaining to the reduction, denial, delay, suspension or termination of services, certain critical outreach documents (i.e. case management and Population Health documents) and any other documents designated by the State. At a minimum, all Vital Documents shall be available in the Spanish and Arabic languages.

Warm Transfer – A telecommunications mechanism in which the person answering the call facilitates transfer to a third party, announces the caller and issue, and remains engaged as necessary to provide assistance.

Waste – Is the overutilization of services, or other practices that, directly or indirectly, result in unnecessary costs to the Medicaid program. Waste is generally not considered to be caused by criminally negligent actions but rather the misuse of resources.

Wellness – An approach to health care that emphasizes not merely the absence of disease or infirmity but the pursuit of optimum health. It is an active process of helping members become aware of and make choices that will help them to achieve a healthy and more fulfilling life. Wellness includes preventing illness, prolonging life, and improving quality of life, as opposed to focusing solely on treating diseases. Wellness is a condition of good physical and mental health, especially when accomplished and maintained by personal choice and action, including proper diet, exercise, and health habits.

Worker – See Consumer-Directed Worker.

Written Translation – Is the replacement of a written text from one language (source language) into an equivalent written text in another language (target language).

1915(c) Waiver Home and Community-Based Services (HCBS) – Services provided pursuant to an HCBS waiver approved by the Centers for Medicare and Medicaid Services pursuant to Section 1915(c) of the Social Security Act which are available only to eligible persons enrolled in such waiver. Only certain 1915(c) waiver HCBS are eligible for Consumer Direction. 1915(c) waiver HCBS do not include home health or private duty nursing services or any other HCBS that are covered by Tennessee’s Title XIX state plan or under the TennCare demonstration for all eligible enrollees, although home health and private duty nursing services are subject to estate recovery and shall, for members enrolled in the Statewide HCBS Waiver, be counted for purposes of determining whether the member’s needs can be safely met in the community within their Individual Institutional Cost Limit.

1915(c) Waiver – One of the three waivers (Statewide, Comprehensive Aggregate Cap, and Self-Determination) approved by the Centers for Medicare and Medicaid Services pursuant to Section 1915(c) of the Social Security Act to which provide HCBS not otherwise available under the State Plan to eligible persons with I/DD enrolled in such waivers.

1915(c) Waiver Member – A member who has been enrolled by TennCare into one of the three 1915(c) waivers.

## **A.2 CONTRACTOR RESPONSIBILITIES**

### **A.2.1 GENERAL REQUIREMENTS**

#### **2.1.1 Requirements Prior to Operations**

##### **2.1.1.1 Licensure**

2.1.1.1.1 Prior to the Start Date of Operations and prior to accepting TennCare enrollees, the Contractor shall obtain a standard Certificate of Authority (COA) from TDCI to operate as an HMO in Tennessee in the service area.

- 2.1.1.1.2 Prior to the Start Date of Operations and prior to accepting TennCare enrollees, the Contractor shall ensure that any subcontractor(s) accepting risk under this Contract shall be licensed, as necessary, by TDCI.
- 2.1.1.1.3 Prior to the Start Date of Operations, the Contractor shall ensure that its staff, all subcontractors and providers, and their staff are appropriately licensed as required by applicable State and Federal regulations.
- 2.1.1.1.4 The Contractor shall ensure that the Contractor and its staff, all subcontractors and staff, and all providers and staff retain at all times during the period of this Contract a valid license, as appropriate, and comply with all applicable licensure requirements. The Contractor shall produce proof of licensure, at the written request of TennCare, within Seventy-Two (72) hours of the requested by the State.

2.1.1.2 Readiness Review

- 2.1.1.2.1 After the Contract is signed but prior to the Start Date of Operations and any substantive program changes or amendments, as determined by TennCare, the Contractor shall demonstrate to TennCare's satisfaction that it is able to meet the requirements of this Contract.
- 2.1.1.2.2 The Contractor shall cooperate in a Readiness Review conducted by TennCare to review the Contractor's readiness to begin operations or to implement new program components or substantively modified program requirements, as applicable and determined by TennCare. This review may include, but is not limited to, desk and on-site review of documents provided by the Contractor, a walk-through of the Contractor's operations (e.g., Utilization Management, Claims Management, Clinical Processes, etc.), system demonstrations (including systems connectivity testing), and interviews with Contractor's staff. The scope of the review may include any and all requirements of this Contract as determined by TennCare.
- 2.1.1.2.3 Based on the results of the review activities, TennCare will issue a Notice of Readiness Review Findings and, if needed, will request a Corrective Action Plan from the Contractor. TennCare or CoverKids enrollees may not be enrolled with the Contractor until TennCare has determined that the Contractor is able to meet the requirements of this Contract and other actions may be taken by TennCare as determined necessary to ensure Contractor readiness to meet program requirements.
- 2.1.1.2.4 If the Contractor is unable to demonstrate its ability to meet the requirements of this Contract, as determined by TennCare, within the time frames specified by TennCare, TennCare may terminate this Contract in accordance with Sections D.5, D.6 and E.4 of this Contract and shall have no liability for payment to the Contractor or may institute immediate sanctions as described in Section E.27 of this Contract.

2.1.2 Requirements at the Start of Operations



- 2.1.2.1 The Contractor shall maintain a standard Certificate of Authority (COA) from TDCI to operate as an HMO in Tennessee in the service area covered by this Contract. The Contractor shall ensure that the Contractor and its staff, all subcontractors and staff, and all providers and staff retain at all times during the period of this Contract a valid license, as appropriate, and comply with all applicable licensure requirements. The Contractor shall produce proof of licensure, at the written request of TennCare, within Seventy-Two (72) hours of the requested by the State.
- 2.1.2.2 The Contractor shall comply with all the provisions of this Contract and any amendments thereto and shall act in good faith in the performance of these provisions. Not every task required of the Contractor is specified in this Contract. The Contractor is required to take whatever measures are reasonably necessary to fulfill the requirements of this Contract. The Contractor shall refrain from interfering with or limiting the legal rights (including rights conferred by the Contract) of every enrollee, regardless of the enrollee's family status as head of household, dependent, or otherwise. Nothing in this Contract may be construed to limit the rights or remedies of enrollees under state or federal law. The Contractor acknowledges that failure to comply with provisions of this Contract may result in the assessment of liquidated damages and/or termination of the Contract in whole or in part, and/or imposition of other sanctions as set forth in this Contract.
- 2.1.2.3 The Contractor shall be responsible for the administration and management of all aspects of this Contract including all subcontractors, providers, employees, agents, and anyone acting for or on behalf of the Contractor.
- 2.1.2.4 The Contractor shall be responsible for full integration of Behavioral Health Services with physical health care and SelectCommunity services through the organization and implementation of its administration, Utilization Management (UM), clinical services, and provider relations staff related to behavioral health into the Contractor's local Tennessee operations. All staff providing behavioral health operations and oversight for the Contractor must be employed and supervised by the local Tennessee Contractor.
- 2.1.2.5 Demonstrate sufficient network capability and a willingness, when so directed by TennCare, to accept a reasonable number of enrollees enrolled, or requesting enrollment, from any MCO operating in the Contractor's service area, including any MCO that fails, is terminated in whole or in part, becomes unable to take new enrollees, maintain existing enrollment or discontinues service in the area for any reason. Notwithstanding any provision herein to the contrary, the State reserves the right to transfer enrollee members based upon the demonstrated capacity of the Contractor, when the State determines that it is in the best interests of the TennCare program.
- 2.1.2.6 Prior to the date of implementation of CHOICES and prior to the Contractor serving as a back-up health plan in one or more Grand Regions and/or enrolling members into CHOICES Group 2 and/or 3, as directed by TennCare, the Contractor shall demonstrate to TennCare's satisfaction that it is able to meet all applicable requirements. The Contractor shall cooperate in these Readiness Reviews, which may include, but are not limited to, desk

and on-site review of documents provided by the Contractor, a walk-through of the Contractor's operations, system demonstrations (including systems connectivity testing), and interviews with Contractor's staff. The scope of the review may include any and all requirements of the Contract, as determined by TennCare. Unless and until TennCare directs the Contractor to enroll members in CHOICES Group 2 and/or 3, the scope of the review for implementation of CHOICES in each Grand Region will not include requirements only applicable to CHOICES Group 2 and/or 3. Based on the results of the review activities, TennCare will issue a letter of findings and, if needed, will request a Corrective Action Plan from the Contractor. TennCare will not enroll members into the Contractor's CHOICES program until TennCare has determined that the Contractor is able to meet all applicable requirements.

- 2.1.2.7 Prior to the date of implementation of Katie Beckett Part A, as directed by TennCare, the Contractor shall demonstrate to TennCare's satisfaction that it is able to meet all applicable requirements pertaining to the operation of the Katie Beckett Part A Program. The Contractor shall cooperate in this Readiness Review, which may include, but is not limited to, review of key desk deliverables (policies, procedures, training materials, etc.), onsite review and walk-through of critical processes and operating functions pertaining to Katie Beckett Part A, systems demonstrations (including systems connectivity testing), interviews with the Contractor's staff, and other verification and validation activities including (but not limited) to milestone deliverables for network adequacy.
  - 2.1.2.7.1 Onsite review of critical processes and operating functions shall include (but is not limited to) review of:
    - 2.1.2.7.2 Nurse Care Management functions, including:
      - 2.1.2.7.2.1 Person- and family-centered care planning and coordination processes;
      - 2.1.2.7.2.2 Integration of physical and behavioral health and LTSS assessment and planning; and,
      - 2.1.2.7.2.3 Integration of Population Health, including chronic and complex case management functions;
    - 2.1.2.7.3 Service authorization processes;
    - 2.1.2.7.4 Consumer direction;
    - 2.1.2.7.5 Premium management processes, including suspension of benefits;
    - 2.1.2.7.6 Premium assistance processes; and
    - 2.1.2.7.7 Training.
  - 2.1.2.8 Systems testing shall include demonstration of all critical MCO systems, including but not limited to:

- 2.1.2.8.1 The examination and evaluation of the effectiveness of the MCO's care management, eligibility, and claims systems (the transmission of data between each system, accuracy of data, and timeliness of data availability, as well as payment of claims);
- 2.1.2.8.2 Interface and data exchange with TennCare for enrollment, eligibility and encounter data and premium management; and
- 2.1.2.8.3 Contractor testing with the EVV system vendor and the FEA, including HCBS service authorizations to contract providers and to the FEA, scheduling of HCBS in the EVV system (as applicable), referral of members to the FEA, demonstration of EVV functionality, and claims processing using actual test cases.
- 2.1.2.9 Key Milestone Deliverables will include milestones for the contracting, credentialing and loading of specified provider contracts into the MCO's systems, as needed to ensure an adequate network of qualified providers to deliver needed services to Katie Beckett Part A members, with specific focus on Part A wraparound HCBS, as well as home health and private duty nursing services for children, therapy services for children, durable medical equipment, and primary and certain medical specialists for children, including behavioral health. The Contractor shall demonstrate that it has an adequate network to ensure timely access to each of these services as described in Section 4.18 prior to the implementation of the Katie Beckett program.
- 2.1.2.10 The scope of the review may also include any and all requirements of the Contract pertaining to Katie Beckett Part A, as determined by TennCare.
- 2.1.2.11 Based on the results of the review activities, TennCare will issue a letter of findings and, if needed, will request a Corrective Action Plan from the Contractor. TennCare will not enroll members into the Contractor's Katie Beckett Part A program until TennCare has determined that the Contractor is able to meet all applicable requirements.
- 2.1.2.12 Prior to the date of implementation for the integration of additional programs and services for individuals with I/DD, including Section 1915(c) HCBS waivers and ICF/IID services, as directed by TennCare, the Contractor shall demonstrate to TennCare's satisfaction that it is able to meet all applicable requirements pertaining to this integration of programs and services. The Contractor shall cooperate in a Readiness Review conducted by TennCare to review the Contractor's readiness to begin operations or to implement new program components or substantively modified program requirements, as applicable and determined by TennCare. This review may include, but is not limited to, desk and on-site review of documents provided by the Contractor, a walk-through of the Contractor's operations, system demonstrations (including systems connectivity testing), interviews with Contractor's staff and key milestone deliverables (including credentialing, contracting and authorizations, as applicable). The scope of the review may include any and all requirements of this Contract as determined by TennCare. Based on the results of the review activities, TennCare will issue a letter of findings and, if needed, will request a Corrective Action Plan from the Contractor. The Contractor may not be permitted to implement new program components or substantively modified program requirements

until TennCare has determined that the Contractor is able to meet the requirements of this Contract and other actions may be taken by TennCare as determined necessary to ensure Contractor readiness to meet program requirements.

- 2.1.3 In the event of emergencies (e.g., tornados, earthquakes, floods, public health emergencies such as a pandemic, etc.) as determined by TennCare, TennCare may direct MCOs to suspend certain policies and administrative activities such as Prior Authorizations, Record Requests, Audits, etc.

## **A.2.2 REQUIREMENTS FOR CHILDREN IN STATE CUSTODY**

- 2.2.1 The Contractor shall develop and maintain a Best Practice Network of providers with the appropriate expertise and experience and willingness in the special health care needs of children in state custody..

- 2.2.2 The Contractor hereby agrees to serve as the designated carve-out MCO for the purpose of meeting the needs of children in state custody and agrees to satisfy all special requirements for the delivery of services to children in state custody as defined by TennCare. The Contractor further agrees that at such time that any plan for children in State custody is provided and/or approved by the court, the Contractor shall administer this Contract in accordance with the requirements of the court order.

- 2.2.3 If the Contractor is part of a health maintenance organization holding company system as defined by T.C.A.56-11-101(b)(5), the Contractor agrees to comply with the Insurance Holding Company System Act of 1986 as set forth in T.C.A.56-11-101 et seq. The Contractor agrees to comply with the requirements of T.C.A. 56-11-101 et seq. whether the Contractor is domiciled in Tennessee or is a foreign health maintenance organization subject to registration requirements and standards adopted by statute or regulation in the jurisdiction of its domicile that are substantially similar to this contained in T.C.A. 56-11-101 et seq. If the Contractor is a foreign domiciled health maintenance organization, the manner in which the Contractor shall comply with the requirements of T.C.A.56-11-101 et seq. are outlined in a Memorandum of Understanding between the Contractor and the Tennessee Department of Commerce and Insurance, TennCare Oversight Division, which is incorporated herein by reference. The information disclosed or filed in accordance with the requirements of T.C.A.56-11-101 et. seq. shall be considered Confidential Information pursuant to T.C.A.56-11-108.

## **A.2.3 ELIGIBILITY FOR TENNCARE**

- 2.3.1 Overview

The Contractor shall ensure compliance with all Contract terms and shall not content in any circumstance that TennCare is Tennessee's Medicaid program operating under the authority in any circumstance that TennCare is Tennessee's Medicaid program operating under the authority of a research and demonstration project approved by the federal government pursuant to Section 11115 of the Social Security Act. Eligibility for TennCare is determined by the State in accordance with federal requirements and state law and policy.

## 2.3.2 Eligibility Categories

TennCare currently consists of traditional Medicaid coverage groups (TennCare Medicaid) and an expanded population (TennCare Standard).

### 2.3.2.1 TennCare Medicaid

As provided in state rules and regulations, TennCare Medicaid covers all Medicaid mandatory eligibility groups as well as various optional categorically needy and medically needy groups, including children, pregnant women, the aged, and individuals with disabilities. Additional detail about eligibility criteria for covered groups is provided in state rules and regulations.

### 2.3.2.2 TennCare Standard

TennCare Standard includes the Standard Spend Down (SSD) population, the CHOICES 217-Like HCBS Group, and an expanded population of children. Additional detail about eligibility criteria for covered groups provided in state TennCare rules and regulations.

## 2.3.3 TennCare CHOICES Groups and 1915(c) Waivers

As specified in Sections 2.6.1.5, 2.6.1.6, and 2.6.1.7, in order to receive covered long-term services and supports a member must be enrolled by TennCare into one of the CHOICES Groups (as defined in Section A.1), 1915(c) waivers, or residing in an ICF/IID.

## 2.3.4 TennCare Applications

2.3.4.1 The Contractor shall not cause applications for TennCare to be submitted. The Contractor shall conduct outreach to remind members to provide TennCare with current contact information and when directed by TennCare to do so, shall utilize templates and toolkits in various formats to encourage members to respond to TennCare's redetermination requests. As provided in Section 2.9.7.3, the Contractor shall facilitate members' eligibility determination for CHOICES enrollment. The Contractor shall also conduct outreach and ensure provide assistance as needed to members enrolled in CHOICES fully and timely complete and submit in completing an annual renewal packet for eligibility redetermination, providing assistance as necessary.

2.3.4.2 The member's care coordinator shall inform each member of their eligibility end date and educate members regarding the importance of maintaining TennCare CHOICES eligibility, that eligibility must be redetermined at least once a year, and that members receiving CHOICES HCBS may be contacted by TennCare or its designee to offer assistance with the redetermination process (e.g., collecting appropriate documentation and completing the necessary forms), when such process has not been completed timely and the member is at risk of losing eligibility.

2.3.4.3 At the direction of TENNCARE to ensure compliance with the applicable federal and state civil rights laws, the CONTRACTOR shall utilize a case manager or community health

worker to provide, when requested, member assistance with the redetermination process when such process is at risk of not being completed timely and risking loss of eligibility for the member. Unless approved via a CMS Waiver, such assistance shall not include distributing, collecting, and processing enrollment materials or taking enrollments by phone, in person, or through electronic methods of communication. Such assistance may include assisting the member with obtaining appropriate documentation (e.g., bank statements, insurance documents, etc.) and providing any accommodations or mitigating measures required for completing necessary forms. The Contractor shall establish processes to collect updated contact information from its TennCare members on an ongoing.

#### 2.3.5 Eligibility Determination and Determination of Cost Sharing

The Contractor shall ensure compliance with all Contract terms and shall not content in any circumstance that TennCare is Tennessee’s Medicaid program operating under the authority in any circumstance that TennCare is Tennessee’s Medicaid program operating under the authority of a research and demonstration project approved by the federal government pursuant to Section 11115 of the Social Security Act. Eligibility for TennCare is determined by the State in accordance with federal requirements and state law and policy.

#### 2.3.6 Eligibility for Enrollment in an MCO

Except for TennCare enrollees enrolled in the Program of All-Inclusive Care for the Elderly (PACE) and enrollees who are only receiving assistance with Medicare cost sharing, all TennCare enrollees will be enrolled in an MCO, including TennCare Select.

### **A.2.4 ENROLLMENT IN AN MCO**

#### 2.4.1 General

TennCare is solely responsible for enrollment of TennCare enrollees in an MCO. The TennCare Division has identified groups of enrollees who may become members of TennCare Select. TennCare enrollees not in one of the identified groups cannot request to enroll in TennCare Select. Eligibility determination and enrollment of TennCare eligible enrollees in the Contractor’s MCO shall be the sole responsibility of TennCare. For purposes of this Contract, TennCare may define enrollees in specified categories for purposes of payments to the Contractor and/or enrollee eligibility for specified levels of services and benefits as well as cost share responsibilities.

#### 2.4.2 Authorized Service Area

##### 2.4.2.1 Grand Region

Enrollees will be enrolled in MCOs by Grand Region(s) of the state. The specific counties in each Grand Region are listed in Section A.1 of this Contract.

##### 2.4.2.2 Contractor’s Authorized Service Area

In addition to enrollees described in Group 5, the Contractor is authorized upon award of this Statewide Contract to serve enrollees who reside in each of the following Grand Region(s) specified below unless otherwise restricted by TennCare:

X East Grand Region    X Middle Grand Region    X West Grand Region

#### 2.4.3 Maximum Enrollment

The Contractor shall maintain sufficient capacity to provide services in accordance with the requirements of this Contract for up to 300,000 enrollees or the actual number of enrollees enrolled, whichever is greater. This provision is not intended to guarantee enrollment of 300,000 enrollees, nor limit enrollment to 300,000 enrollees. Rather, it is intended to demonstrate the Contractor's ability and readiness to serve as back-up health plan in the event of a failure of a risk MCO, including any MCO which is terminated in whole or in part, becomes unable to take new enrollees, maintain existing enrollment or discontinues service in the area for any reason. Notwithstanding any provision herein to the contrary, the State reserves the right to transfer enrollee members based upon the demonstrated capacity of the Contractor, when the State determines that it is in the best interests of the TennCare program.

#### 2.4.4 Enrollment Criteria for TennCare Select

##### 2.4.4.1 General

TennCare shall enroll the following individuals determined eligible for TennCare and eligible for enrollment in an MCO under the authority of a 1915(b) waiver to be enrolled in TennCare Select.

##### 2.4.4.1.1 *Eligible Groups*

2.4.4.1.1.1 **Group 1.A:** Children who are in DCS custody;

2.4.4.1.1.2 **Group 1.B:** Children who are transitioning out of DCS custody;

2.4.4.1.1.3 **Group 2:** Children under 21 who are SSI eligible;

2.4.4.1.1.4 **Group 3:** SelectCommunity: Persons with Intellectual Disabilities grandfathered into TennCare Select and children in Katie Beckett Part A, who have been defined as the Target Population for the Integrated Health Services Delivery Model (IHSDM) described in Section 4 of this Contract;

2.4.4.1.1.5 **Group 4:** Children receiving services in an institution or receiving HCBS under a Section 1915(c) waiver program for persons with intellectual disabilities in order to avoid being institutionalized who are grandfathered into TennCare Select;

2.4.4.1.1.6 **Group 5:** Enrollees residing out-of-state;

2.4.4.1.1.7 **Group 6:** Enrollees that are in specified Groups/Populations defined and identified by the State and agreed to by both parties: this shall include, at a minimum, EMS Only individuals and individuals who have been identified by TennCare as incarcerated individuals whose eligibility has been suspended as a result;

- 2.4.4.1.1.8 **Group 7:** Enrollees residing in areas with insufficient capacity in other TennCare MCOs.
- 2.4.4.1.2 *Assignment Criteria*
- 2.4.4.1.2.1 TennCare eligible enrollees in groups 1 through 6 will be enrolled in the Contractor’s MCO independent of other TennCare eligible enrollees in the same household.
- 2.4.4.1.2.2 To the extent possible, TennCare shall enroll all enrollees in Group 7 in the same household in the Contractor’s MCO.
- 2.4.4.1.2.3 Children eligible for TennCare as a result of being eligible for SSI will be assigned to the Contractor’s MCO but may opt-out and choose another MCO.
- 2.4.4.1.2.4 TennCare enrollees who are children in the custody of the Department of Children’s Services (DCS) shall be enrolled in TennCare Select. When these enrollees exit State custody, they remain enrolled in TennCare Select for a specified period of time and then are disenrolled from TennCare Select. After disenrollment from TennCare Select, if the enrollee has a family member in an MCO (other than TennCare Select) he/she will be enrolled in that MCO. Otherwise, the enrollee will be given the opportunity to select another MCO. If the enrollee does not select another MCO, he/she will be assigned to an MCO (other than TennCare Select) using the default logic in the auto assignment process (see Section 2.4.4.2 below).
- 2.4.4.1.2.5 TennCare may allow enrollment of new TennCare enrollees in TennCare Select if there is insufficient capacity in other MCOs.
- 2.4.4.1.3 *Assignment Provisions for Children in State Custody*
- 2.4.4.1.3.1 To decrease the likelihood of recidivism, the enrollment period for children in Group 1.A who are transitioning out of State custody shall be extended by a period to be determined by TennCare. Children will be assigned to Group 1.B during this post-custody transition period and shall continue to receive services as specified in Section A.3 including access to Best Practice Network providers, unless TennCare does not extend the enrollment period for children transitioning out of State custody. After the post-custody period of at least the period determined by TennCare, children assigned to Group 1.B shall be moved as appropriate to Groups 2-6 and shall remain a member of the new group until the following change period, or until the child loses eligibility for TennCare. At the option of the State, children deemed to be at “prolonged” risk of State custody may remain in Group 1.B or an on-going basis.
- 2.4.4.1.3.2 Notwithstanding the enrollment requirements of Section 2.4.4, children in the custody of DCS enrolled in TennCare Select who transition to ECF CHOICES and exit State custody shall not remain enrolled in TennCare Select after this transition.
- 2.4.4.2 **Auto Assignment**
- 2.4.4.2.1 TennCare will auto assign an enrollee to an MCO, in specified circumstances, including but not limited to, the enrollee does not request enrollment in a specified MCO, cannot be enrolled in the requested MCO, or is an adult eligible as a result of receiving SSI benefits.



- 2.4.4.2.2 The current auto assignment process does not apply to children eligible for TennCare as a result of being eligible for SSI or children in State custody.
- 2.4.4.2.3 There are four different levels to the current auto assignment process:
  - 2.4.4.2.3.1 If the enrollee was previously enrolled with an MCO and lost TennCare eligibility for a period of two (2) months or less, the enrollee will be re-enrolled with that MCO.
  - 2.4.4.2.3.2 If the enrollee has family members in an MCO (other than TennCare Select), the enrollee will be enrolled in that MCO.
  - 2.4.4.2.3.3 If the enrollee is a newborn, the enrollee will be assigned to their mother's MCO.
  - 2.4.4.2.3.4 If none of the above applies, the enrollee will be assigned using default logic that randomly assigns enrollees to MCOs (other than TennCare Select).
- 2.4.4.2.4 TennCare may modify the auto assignment algorithm to change or add criteria including but not limited to quality measures or cost or Utilization Management performance.
- 2.4.4.3 Immediate Eligibility for Children in State Custody

Until a final determination can be made on their TennCare eligibility, the Contractor shall accept notification from DCS that a child has entered State custody and adhere to the following requirements to ensure that eligibility is provided. Upon receipt of notification from DCS, the Contractor shall determine whether or not the child is otherwise enrolled in TennCare. If the child is not currently enrolled, the Contractor shall immediately build a forty-five (45) day TennCare eligibility record effective on the date the child was placed in State custody and identify the child as a child in State custody, or group 1.A enrollee.

  - 2.4.4.3.1 The Contractor shall generate a letter that will explain that the child has been given forty-five (45) days of coverage from their custody date, pending a final eligibility determination.
  - 2.4.4.3.2 The Contractor is not required to assign a child for whom Immediate Eligibility has been established to a BPN PCP until TennCare eligibility is confirmed.
  - 2.4.4.3.3 The Contractor shall fax the BPN enrollment form and a letter of notification to the DCS Case Manager.
  - 2.4.4.3.4 The Contractor's BPN staff shall work with DCS to obtain a TennCare Kids visit with a BPN provider within twenty-one (21) days of request but no later than thirty (30) days of enrollment.
  - 2.4.4.3.5 After twenty-five (25) days of Immediate Eligibility coverage, the Contractor shall identify children whose Immediate Eligibility will end in twenty (20) days to the DCS Program Director II, Child Welfare Benefits Unit.

2.4.4.3.6 The child shall be eligible for the TennCare Medicaid benefit package effective on the date the child was placed in custody through the 45<sup>th</sup> day of the Immediate Eligibility period or the date of receipt of a TennCare eligibility record, whichever occurs earlier. If the Contractor receives a TennCare eligibility record prior to the end of the forty-five (45) day eligibility period, the child shall be eligible for benefits in accordance with their TennCare eligibility status effective on the date of receipt of the eligibility record.

#### 2.4.4.4 Non-Discrimination

2.4.4.4.1 The Contractor shall accept enrollees in the order in which applications are approved and enrollees are assigned to the Contractor (whether by selection or assignment).

2.4.4.4.2 The Contractor shall accept an enrollee in the health condition the enrollee is in at the time of enrollment and shall not discriminate against individuals on the basis of health status or need for health care services.

#### 2.4.4.5 Family Unit

If an individual is determined eligible for TennCare and has another family member already enrolled in an MCO, that individual shall be enrolled in the same MCO. This does not apply when the individual or family member is assigned to TennCare Select. If the newly enrolled family member opts to change MCOs during the 90-day change period (see Section 2.4.7.2.1), all family members in the case will be transferred to the new MCO.

#### 2.4.4.6 Persons with Suspended Eligibility

Pursuant to T.C.A.71-5-106(r), TennCare shall suspend TennCare eligibility status for persons who are incarcerated in a public institution. A suspended individual shall be eligible to receive medical assistance for care received outside of a jail or correctional facility in a hospital or other health care facility if the stay is for more than twenty-four (24) hours. A suspended individual shall not be eligible for TennCare services described in Section A.2.6 of this Contract except as described above. The Contractor shall only provide services to suspended individuals in accordance with T.C.A.71-5-106(r) and shall never provide any other member services or benefits to the suspended incarcerated individuals as otherwise required in this Contract.

#### 2.4.4.7 Determination of Eligible Groups

2.4.4.7.1 TennCare shall have sole discretion for defining Eligible Groups as described herein and may remove or add Eligible Groups when it is determined to be in the best interest of TennCare members and TennCare.

#### 2.4.5 Effective Date of Enrollment

##### 2.4.5.1 Initial Enrollment of Current TennCare Enrollees

The effective date of initial enrollment in an MCO for current TennCare enrollees shall be the date provided on the outbound 834 enrollment file from TennCare.

#### 2.4.5.2 Ongoing Enrollment

In general, a member's effective date of enrollment in the Contractor's MCO will be the member's effective date of eligibility for TennCare. For SSI enrollees the effective date of eligibility/enrollment is determined by the Social Security Administration in approving SSI coverage for the individual. The effective date of eligibility for other TennCare enrollees is the date of application or the date of the qualifying event (e.g., the date the spend down obligation is met for medically needy enrollees). For purposes of MCO enrollment, the effective date on the outbound 834 enrollment file provided by TennCare to the Contractor shall govern .

2.4.5.3 In the event the effective date of eligibility provided by TennCare or DCS to the Contractor for either the initial enrollment of current TennCare enrollees or ongoing enrollment precedes the start date of operations, the Contractor shall treat the enrollee as a member of the Contractor's MCO effective on the start date of operations.

2.4.5.4 TennCare will be responsible for the direct payment of claims for long-term care services provided to a CHOICES, 1915(c) waiver, or ICF/IID member during the member's period of TennCare eligibility prior to the implementation of CHOICES, and the integration of 1915(c) waivers and ICF/IID in each Grand Region.

#### 2.4.5.5 Enrollment Prior to Notification

2.4.5.5.1 Because individuals can be retroactively eligible for TennCare, and the effective date of initial enrollment in an MCO is the effective date of eligibility or start date of operations, whichever is sooner, the effective date of enrollment may occur prior to the Contractor being notified of the person's enrollment. Therefore, enrollment of individuals in the Contractor's MCO may occur without prior notice to the Contractor or enrollee.

2.4.5.5.2 The Contractor shall not be liable for the cost of any covered services prior to the effective date of enrollment/eligibility but shall be responsible for the costs of covered services obtained on or after 12:01 a.m. on the effective date of enrollment/eligibility.

2.4.5.5.3 TennCare shall make payments to the Contractor from the effective date of an enrollee's date of enrollment/eligibility. TennCare will be responsible for the direct payment of claims for long-term care services provided to a CHOICES member during the member's period of TennCare eligibility prior to the implementation of CHOICES in each Grand Region.

2.4.5.5.4 Except for applicable TennCare cost sharing and patient liability, the Contractor shall ensure that members are held harmless for the cost of covered services provided as of the effective date of enrollment with the Contractor.

#### 2.4.6 Eligibility and Enrollment Data

2.4.6.1 The Contractor shall receive, process, and update outbound 834 enrollment files from TennCare. Enrollment data shall be updated or uploaded systematically to the Contractor's

eligibility/enrollment database(s) within twenty-four (24) hours of receipt from TennCare. Any outbound 834 transactions which fail to update/load systematically must be manually updated within twenty-four (24) hours of receipt. The Contractor shall report to TennCare, in a form and format to be provided by TennCare, outbound 834 transactions that are not processed within these time frames and include information regarding when the transactions were completed. Any transactions that are not updated/loaded within twenty-four (24) hours of receipt from TennCare and/or persistent issues with high volumes of transitions that require manual upload may require the Contractor to initiate a Corrective Action Plan for resolution of the issues preventing compliance. If the Contractor has reason to believe they may not meet this requirement based on unusual circumstances, the Contractor must notify TennCare and TennCare may make an exception without requiring a Corrective Action Plan.

2.4.6.2 The Contractor agrees to accept daily eligibility updates in the form and format specified by TennCare for the purpose of identifying children in State custody and children transitioning out of State custody. Until such time as an indicator for children in State custody and children transitioning out of State custody can be added to the daily eligibility updates received from TennCare, the Contractor agrees to accept and process any ad hoc report mutually agreed upon by the Contractor and TennCare to facilitate timely identification of children in State custody or children transitioning out of State custody.

2.4.6.3 The Contractor shall provide a daily electronic eligibility file (inbound 834) to TennCare as specified and in conformance to data exchange format and method standards outlined in Section 2.23.5.

#### 2.4.7 Enrollment Period

##### 2.4.7.1 General

2.4.7.1.1 The Contractor shall be responsible for the provision and costs of all covered physical health and Behavioral Health Services provided to enrollees during their period of enrollment with the Contractor. The Contractor shall be responsible for the provision and costs of covered long-term care services provided to CHOICES and 1915(c) waiver members and members residing in ICFs/IID. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, only members in CHOICES Group 1, 1915(c) waivers, or residing in an ICF/IID will be enrolled with the Contractor.

2.4.7.1.2 Enrollment shall begin at 12:01 a.m. on the effective date of enrollment in the Contractor's MCO and shall end at 12:00 midnight on the date that the enrollee is disenrolled from the Contractor's MCO (see Section A.2.5).

2.4.7.1.3 Once enrolled in the Contractor's MCO, the member shall remain enrolled in the Contractor's MCO until or unless the enrollee is disenrolled pursuant to Section A.2.5 of this Contract.

## 2.4.7.2 Changing MCOs

### 2.4.7.2.1 *90-Day Change Period*

After becoming eligible for TennCare and enrolling in the Contractor's MCO (whether the result of selection by the enrollee or assignment by TennCare), enrollees selected for enrollment in the Contractor's MCO by the State in Groups 2, 3, 4, 6, and 7 shall have one (1) opportunity, anytime during the ninety (90) day period immediately following the date of enrollment with the Contractor's MCO or the date TennCare sends the member notice of enrollment in an MCO, whichever is later, to request to change MCOs. Enrollees in Group 6 shall only be able to request to change MCO plans during this period to the extent capacity is available in another MCO serving the region.

### 2.4.7.2.2 *Annual Choice Period*

2.4.7.2.2.1 TennCare shall provide an opportunity for members to change MCOs (excluding TennCare Select) every twelve (12) months. Children eligible for TennCare as a result of being eligible for SSI who have been grandfathered in to TennCare Select may request to enroll in another MCO or remain with TennCare Select.

2.4.7.2.2.2 Members who do not select another MCO will be deemed to have chosen to remain with their current MCO.

2.4.7.2.2.3 Enrollees who select a new MCO shall have one (1) opportunity anytime during the ninety (90) day period immediately following the specified enrollment effective date in the newly selected MCO to request to change MCOs.

### 2.4.7.2.3 *Appeal Based on Hardship Criteria*

As provided in TennCare rules and regulations, members may appeal to TennCare to change MCOs based on hardship criteria.

### 2.4.7.2.4 *Additional Reasons for Disenrollment*

As provided in Section 2.5.2, a member may be disenrolled from the Contractor's MCO for the reasons specified therein.

## 2.4.8 Transfers from Other MCOs

2.4.8.1 The Contractor shall accept enrollees (enrolled or pending enrollment) who have been selected by the State for enrollment, from any MCO in the Contractor's service area as authorized by TennCare, or from any failed MCO in the Contractor's service area including any MCO which is terminated in whole or in part, may become insolvent or discontinues service, or who reside in an area in which there is insufficient capacity in risk MCOs to enroll the population. The transfer of membership may occur at any time during the year. No enrollee from another MCO shall be transferred retroactively to the Contractor except as specified in Section 2.4.9. Except as provided in Section 2.4.9, the Contractor shall not be responsible for payment of any covered services incurred by enrollees transferred to the Contractor prior to the effective date of transfer to the Contractor.

- 2.4.8.2 Transfers from other MCOs shall be in consideration of the maximum enrollment levels established in Section 2.4.3.
- 2.4.8.3 To the extent possible and practical, TennCare shall provide advance notice to all MCOs serving a Grand Region of the impending failure of one of the MCOs serving the Grand Region; however, failure by TennCare to provide advance notice shall not limit in any manner the responsibility of each MCO to accept enrollees from failed MCOs.
- 2.4.9 Enrollment of Newborns
- This policy is only applicable to Group 7 enrollees.
- 2.4.9.1 TennCare-eligible newborns and their mothers, to the extent that the mother is eligible for TennCare, should be enrolled in the same MCO.
- 2.4.9.2 A newborn may be inadvertently enrolled in an MCO different than its mother. When such cases are identified by the Contractor, the Contractor shall immediately report to TennCare, in accordance with written procedures provided by TennCare, that a newborn has been incorrectly enrolled in an MCO different than its mother.
- 2.4.9.3 Upon receipt of notice from the Contractor or discovery by TennCare that a newborn has been incorrectly enrolled in an MCO different than its mother, TennCare shall immediately:
- 2.4.9.3.1 Disenroll the newborn from the incorrect MCO;
  - 2.4.9.3.2 Enroll the newborn in the same MCO as its mother with the same effective date as when the newborn was enrolled in the incorrect MCO;
  - 2.4.9.3.3 Recoup any payments made to the incorrect MCO for the newborn; and
  - 2.4.9.3.4 Make payments only to the correct MCO for the period of coverage.
- 2.4.9.4 The MCO in which the newborn is correctly enrolled shall be responsible for the coverage and payment of covered services provided to the newborn for the full period of eligibility. Except as provided below, the MCO in which the newborn was incorrectly enrolled shall have no liability for the coverage or payment of any services during the period of incorrect MCO assignment. TennCare shall only be liable for the administrative fee payment to the correct MCO.
- 2.4.9.5 There are circumstances in which a newborn's mother may not be eligible for participation in the TennCare program. The Contractor shall be required to process claims received for services provided to newborns within the time frames specified in Section 2.22.4 of this Contract. A Contractor shall not utilize any blanket policy which results in the automatic denial of claims for services provided to a TennCare-eligible newborn, during any period of enrollment in the Contractor's MCO, because the newborn's mother is not a member of the Contractor's MCO. However, it is recognized that in complying with the claims processing time frames specified in 2.22.4 of this Contract, a Contractor may make

payment for services provided to a TennCare-eligible newborn enrolled in the Contractor's MCO at the time of payment but the newborn's eligibility may subsequently be moved to another MCO. In such event, the MCO in which the newborn is first enrolled (first MCO) may submit supporting documentation to the MCO in which the newborn is moved (second MCO) and the second MCO shall reimburse the first MCO within thirty (30) calendar days of receipt of such properly documented request for reimbursement, for the amount expended on behalf of the newborn prior to the newborn's eligibility having been moved to the second MCO. Such reimbursement shall be the actual amount expended by the first MCO. The second MCO agrees that should the second MCO fail to reimburse the first MCO the actual amount expended on behalf of the newborn within thirty (30) calendar days of receipt of a properly documented request for payment, TennCare is authorized to deduct the amount owed from any funds due the second MCO and to reimburse the first MCO. In the event that the Contractor fails to reimburse the first MCO the actual amount expended on behalf of the newborn within thirty (30) calendar days of receipt of a properly documented request for payment, TennCare may assess liquidated damages as specified in Section E.27.2. Should it become necessary for TennCare to intervene in such cases, both the second MCO and the first MCO agree that TennCare shall be held harmless by both MCOs for actions taken by TennCare to resolve the dispute.

#### 2.4.10 Information Requirements Upon Enrollment

As described in Section A.2.17 of this Contract, the Contractor shall provide the following information to new members: a member handbook, an identification card, and information regarding how to access and/or request a general provider directory and/or a CHOICES, 1915(c) waiver, or ICF/IID provider directory, as applicable. The Contractor may maintain a separate directory for each MLTSS program component, combine provider directories for MLTSS programs/components, or have single consolidated provider directory encompassing MLTSS and non-MTSS providers, as long as a member is able to easily identify the providers for the program they are in by the type of services they offer and the geographical area they serve. In addition, the Contractor shall provide CHOICES members with CHOICES member education materials (see Section 2.17.7). The Contractor shall also provide individuals in a 1915(c) waiver or receiving ICF/IID services with TennCare-developed member handbook supplements pertaining to such services until such time that these supplements are incorporated into the TennCare member handbook template.

### **A.2.5 DISENROLLMENT FROM AN MCO**

#### 2.5.1 General

A member may be disenrolled from the Contractor's MCO only when authorized by TennCare.

#### 2.5.2 Acceptable Reasons for Disenrollment from an MCO

With the exception of enrollees in Group 4, a member may request disenrollment or be disenrolled from the Contractor's MCO if:

- 2.5.2.1 The member selects another MCO during the ninety (90) day change period after enrollment with the Contractor's MCO and is enrolled in another MCO;
- 2.5.2.2 The member selects another MCO during the annual choice period and is enrolled in another MCO;
- 2.5.2.3 A request by the member to change MCOs based on hardship criteria (pursuant to TennCare rules and regulations) is approved by TennCare, and the member is enrolled in another MCO;
- 2.5.2.4 An appeal by the member to change MCOs based on hardship criteria (pursuant to TennCare rules and regulations) is decided by TennCare in favor of the member, and the member is enrolled in another MCO;
- 2.5.2.5 The member is assigned incorrectly to the Contractor's MCO by TennCare and enrolled in another MCO;
- 2.5.2.6 The member moves outside the MCO's service area and is enrolled in another MCO;
- 2.5.2.7 During the appeal process, if TennCare determines it is in the best interest of the enrollee and TennCare (see Section 2.19.15);
- 2.5.2.8 The member loses eligibility for TennCare;
- 2.5.2.9 TennCare grants members the right to terminate enrollment pursuant to Section E.27.1, and the member is enrolled in another MCO;
- 2.5.2.10 TennCare may disenroll enrollees that were originally enrolled due to insufficient capacity in other TennCare MCOs (Group 6) at any time.
- 2.5.2.11 The Contractor no longer participates in TennCare; or
- 2.5.2.12 This Contract expires or is terminated.

2.5.3 Unacceptable Reasons for Disenrollment from an MCO

The Contractor shall not request disenrollment of an enrollee for any reason. TennCare shall not disenroll members for any of the following reasons:

- 2.5.3.1 Adverse changes in the enrollee's health;
- 2.5.3.2 Pre-existing medical or behavioral health conditions;
- 2.5.3.3 High cost medical or behavioral health bills;
- 2.5.3.4 Failure or refusal to pay applicable TennCare cost sharing responsibilities, except when this results in loss of eligibility for TennCare;
- 2.5.3.5 Enrollee's utilization of medical or Behavioral Health Services;



- 2.5.3.6 Enrollee's diminished mental capacity; or
- 2.5.3.7 Enrollee's uncooperative or disruptive behavior resulting from their special needs (except when their continued enrollment in the MCO seriously impairs the entity's ability to furnish services to either this particular enrollee or other enrollees).

#### 2.5.4 Informing TennCare of Changes That Potentially Affect Eligibility

Although the Contractor may not request disenrollment of a member, the Contractor shall inform TennCare promptly when the Contractor knows or has reason to believe that an enrollee may satisfy any of the conditions for termination from the TennCare program as described in TennCare rules and regulations or changes in an enrollee's circumstances that may affect the enrollee's eligibility, including but not limited to the following:

- 2.5.4.1 Changes in the enrollee's residence;
  - 2.5.4.2 The death of an enrollee.
- #### 2.5.5 Effective Date of Disenrollment from an MCO

##### 2.5.5.1 Member Requested Disenrollment

All TennCare approved disenrollment requests from enrollees shall be effective on or before the first calendar day of the second month following the month of an enrollee's request to disenroll from an MCO. The effective date shall be indicated on the termination record sent by TennCare.

##### 2.5.5.2 Other Disenrollments

The effective date of disenrollments other than at the request of the member shall be determined by TennCare and indicated on the termination record.

### **A.2.6 BENEFITS/SERVICE REQUIREMENTS AND LIMITS**

#### 2.6.1 Contractor Covered Benefits

2.6.1.1 The Contractor shall cover the physical health, behavioral health and long-term care services and supports outlined below. Additional requirements for Behavioral Health Services are included in Section 2.7.3 and Attachment I.

2.6.1.2 The Contractor shall integrate the delivery of physical health, behavioral health and long-term services and supports. This shall include but not be limited to the following:

2.6.1.2.1 The Contractor shall operate a member services toll-free phone line (see Section 2.18.1) that is used by all members, regardless of whether they are calling about physical health, behavioral health and/or long-term services and supports. The Contractor shall not have a separate number for members to call regarding behavioral health and/or long-term services and supports. The Contractor may either route the call to another entity or conduct a Warm Transfer to another entity, but the Contractor shall

not require an enrollee to call a separate number regarding behavioral health and/or long-term services and supports.

- 2.6.1.2.2 If the Contractor's nurse triage/nurse advice line is separate from its member services line, the Contractor shall comply with the requirements in Section 2.6.1.2.2 as applied to the nurse triage/nurse advice line. The number for the nurse triage/nurse advice line shall be the same for all members, regardless of whether they are calling about physical health, behavioral health and/or long-term services and supports, and the Contractor may either route calls to another entity or conduct Warm Transfers, but the Contractor shall not require an enrollee to call a separate number.
- 2.6.1.2.3 As required in Sections 2.9.6 and 2.9.8, the Contractor shall ensure continuity and coordination among physical health, behavioral health, and long-term services and supports and ensure collaboration among physical health, behavioral health, and long-term services and supports providers. For CHOICES members, the member's care coordinator shall ensure continuity and coordination of physical health, behavioral health, and long-term services and supports, and facilitate communication and ensure collaboration among physical health, behavioral health, and long-term services and supports providers. For 1915(c) waiver programs and members residing in an ICF/IID, the Contractor shall work with the ISC, DIDD case manager, or ICF/IID provider, as applicable, to ensure continuity and coordination among physical health, behavioral health, and long-term services and supports, and to ensure collaboration among physical health, behavioral health, and long-term services and supports providers.
- 2.6.1.2.4 Each of the Contractor's Population Health programs (see Section A.2.8) shall address the needs of members who have co-morbid physical health and behavioral health conditions.
- 2.6.1.2.5 The Contractor shall provide the appropriate level of Population Health services (see Section 2.8.4 of this Contract) to non-CHOICES members with co-morbid physical health and behavioral health conditions. These members should have a single case manager that is trained to provide Population Health services to enrollees with co-morbid physical and behavioral health conditions. If a member with co-morbid physical and behavioral conditions does not have a single case manager, the Contractor shall ensure, at a minimum, that the member's Population Health Care Manager collaborates on an ongoing basis with both the member and other individuals involved in the member's care. As required in Section 2.9.7.1.10 of this Contract, the Contractor shall ensure that upon enrollment into CHOICES, the appropriate level of Population Health activities are integrated with CHOICES care coordination processes and functions, and that the member's assigned care coordinator has primary responsibility for coordination of all the member's physical health, behavioral health and long-term care needs. The member's care coordinator may use resources and staff from the Contractor's Population Health program, including persons with specialized expertise in areas such as behavioral health, to supplement but not supplant the role and responsibilities of the member's care coordinator/care coordination team. For members

in the 1915(c) waiver programs and members residing in ICFs/IID, the Contractor shall maintain contractual responsibilities for Population Health services as described in this section, but shall coordinate with the ISC, DIDD case manager, or ICF/IID provider, as applicable, to help ensure the maximum efficacy of Population Health services. The Contractor shall report on its Population Health activities per requirements in Section 2.30.5.

2.6.1.2.6 If the Contractor uses different Systems for physical health services, behavioral health and/or long-term care services, these systems shall be interoperable. In addition, the Contractor shall have the capability to integrate data from the different systems.

2.6.1.2.7 The Contractor’s administrator/project director (see Section 2.29.1.3.1) shall be the primary contact for TennCare regarding all issues, regardless of the type of service, and shall not direct TennCare to other entities. The Contractor’s administrator/project director shall coordinate with the Contractor’s senior executive psychiatrist who oversees behavioral health activities (see Section 2.29.1.3.4 of this Contract) for all behavioral health issues and the senior executive responsible for CHOICES activities (see Section 2.29.1.3.6 of this Contract) for all issues pertaining to the CHOICES and I/DD MLTSS Programs.

2.6.1.3 Contractor Physical Health Benefits Chart

SERVICE	BENEFIT LIMIT
<b>Inpatient Hospital Services</b>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b> As medically necessary. Inpatient rehabilitation hospital facility services are not covered for adults unless determined by the Contractor to be a cost-effective alternative (see Section 2.6.5).</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> As medically necessary, including rehabilitation hospital facility.</p>
<b>Outpatient Hospital Services</b>	As medically necessary.
<b>Physician Inpatient Services</b>	As medically necessary.
<b>Physician Outpatient Services/Community Health Clinic Services/Other Clinic Services</b>	As medically necessary.
<b>TennCare Kids Services</b>	<b>Medicaid/Standard Eligible, Age 21 and older:</b> Not covered.

SERVICE	BENEFIT LIMIT
	<p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary, except that the screenings do not have to be medically necessary. Children may also receive screenings in-between regular checkups if a parent or caregiver believes there is a problem.</p> <p>Screening, interperiodic screening, diagnostic and follow-up treatment services as medically necessary in accordance with federal and state requirements. See Section 2.7.7.</p>
<b>Preventive Care Services</b>	As described in Section 2.7.6.
<b>Lab and X-ray Services</b>	As medically necessary.
<b>Hospice Care</b>	As medically necessary. Shall be provided by a Medicare-certified hospice.
<b>Dental Services</b>	<p>Dental Services shall be provided by the Dental Benefits Manager (DBM) for members under 21 and adults age 21 and older. For members enrolled in ECF CHOICES or a 1915(c) waiver, additional dental wrap around benefits are also available.</p> <p>However, the facility, medical and anesthesia services related to the dental service that are not provided by a dentist or in a dentist's office shall be covered services provided by the Contractor when the dental service is covered by the DBM or DIDD, as applicable, including dental services covered through an I/DD MLTSS Program.</p>
<b>Vision Services</b>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b> Medical eye care, meaning evaluation and management of abnormal conditions, diseases, and disorders of the eye (not including evaluation and treatment of refractive state), shall be covered as medically necessary. Routine periodic assessment, evaluation, or screening of normal eyes and examinations for the purpose of prescribing fitting or changing eyeglass and/or contact lenses are not covered. One pair of cataract glasses or lenses is covered for adults following cataract surgery.</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> Preventive, diagnostic, and treatments services (including eyeglasses) are covered as medically necessary in accordance with TennCare Kids requirements.</p>

SERVICE	BENEFIT LIMIT
<p><b>Home Health Care</b></p>	<p><b>Medicaid /Standard Eligible, Age 21 and older:</b> Covered as medically necessary and in accordance with the definition of Home Health Care at Rule 1200-13-13-.01 (for TennCare Medicaid) and Rule 1200-13-14-.01 (for TennCare Standard). Prior authorization required for home health nurse and home health aide services, as described in Rule 1200-13-13-.04 (for TennCare Medicaid) and 1200-13-14-.04 (for TennCare Standard).</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary in accordance with the definition of Home Health Care at Rule 1200-13-13-.01 (for TennCare Medicaid) and Rule 1200-13-14-.01 (for TennCare Standard). Prior authorization required for home health nurse and home health aide services, as described in Rule 1200-13-13-.04 (for TennCare Medicaid) and 1200-13-14-.04 (for TennCare Standard).</p>
<p><b>Pharmacy Services</b></p>	<p><b>Pharmacy services shall be provided by the Pharmacy Benefits Manager (PBM), unless otherwise described below.</b></p> <p>The Contractor shall be responsible for reimbursement of injectable drugs obtained in an office/clinic setting and to providers providing both home infusion services and the drugs and biologics. The Contractor shall require that all home infusion claims contain National Drug Code (NDC) coding and unit information to be paid.</p> <p>Services reimbursed by the Contractor shall not be included in any pharmacy benefit limits established by TennCare for pharmacy services (see Section 2.6.2.2).</p>
<p><b>Durable Medical Equipment (DME)</b></p>	<p>As medically necessary.</p> <p>Specified durable medical equipment services shall be covered/non-covered in accordance with TennCare rules and regulations.</p>
<p><b>Medical Supplies</b></p>	<p>As medically necessary.</p> <p>Specified medical supplies shall be covered/non-covered in accordance with TennCare rules and regulations.</p>
<p><b>Emergency Air And Ground Ambulance Transportation</b></p>	<p>As medically necessary.</p>
<p><b>Non-emergency Medical Transportation (including Non-Emergency)</b></p>	<p>Covered non-emergency medical transportation (NEMT) services are necessary non-emergency transportation services provided to convey members to and from TennCare covered services (see definition in Exhibit A to Attachment XI). Non-emergency transportation services shall be provided in accordance with federal law</p>

SERVICE	BENEFIT LIMIT
<p><b>Ambulance Transportation)</b></p>	<p>and the Division of TennCare’s rules and policies and procedures. TennCare covered services (see definition in Exhibit A to Attachment XI) include services provided to a member by a non-contract or non-TennCare provider if (a) the service is covered by Tennessee’s Medicaid State Plan or Section 1115 demonstration waiver, (b) the provider could be a TennCare provider for that service, and (c) the service is covered by a third-party resource (see definition in Section A.1 of the Contract).</p> <p>If a member requires assistance, an escort (as defined in TennCare rules and regulations) may accompany the member; however, only one (1) escort is allowed per member (see TennCare rules and regulations). Except for fixed route and commercial carrier transport, the Contractor shall not make separate or additional payment to a NEMT provider for an escort.</p> <p>Covered NEMT services include having an accompanying adult ride with a member if the member is under age eighteen (18). Except for fixed route and commercial carrier transport, the Contractor shall not make separate or additional payment to a NEMT provider for an adult accompanying a member under age eighteen (18).</p> <p>The Contractor is not responsible for providing NEMT to HCBS provided through the CHOICES program or an I/DD MLTSS Program. However, as specified in Section 2.11.1.8.1 in the event the Contractor is unable to meet the access standard for adult day care (see Attachment III), the Contractor shall provide and pay for the cost of transportation for the member to the adult day care facility until such time the Contractor has sufficient provider capacity. The Contractor shall be responsible for providing NEMT to dental services for I/DD MLTSS Programs members, including facility or other medical services related to such dental services.</p> <p>Mileage reimbursement, car rental fees, or other reimbursement for use of a private automobile (as defined in Exhibit A to Attachment XI) is not a covered NEMT service, unless otherwise allowed or required by TennCare as a cost-effective alternative service.</p> <p>If the member is a child, transportation shall be provided in accordance with TennCare Kids requirements (see Section 2.7.7.4.6).</p>

SERVICE	BENEFIT LIMIT
	Failure to comply with the provisions of this Section may result in liquidated damages.
<b>Renal Dialysis Services</b>	As medically necessary.
<b>Private Duty Nursing</b>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b> Covered as medically necessary in accordance with the definition of Private Duty Nursing at Rule 1200-13-13-.01 (for TennCare Medicaid) and Rule 1200-13-14-.01 (for TennCare Standard), when prescribed by an attending physician for treatment and services rendered by a Registered Nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not an immediate relative. Private duty nursing services are limited to services that support the use of ventilator equipment or other life sustaining technology when constant nursing supervision, visual assessment, and monitoring of both equipment and patient are required. Prior authorization required, as described Rule 1200-13-13-.04 (for TennCare Medicaid) and 1200-13-14-.04 (for TennCare Standard).</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary in accordance with the definition of Private Duty Nursing at Rule 1200-13-13-.01 (for TennCare Medicaid) and 1200-13-14-.01 (for TennCare Standard) when prescribed by an attending physician for treatment and services rendered by a registered nurse (R.N.) or a licensed practical nurse (L.P.N.), who is not an immediate relative. Prior authorization required described in Rule 1200-13-13-.04 (for TennCare Medicaid) and 1200-13-14-.04 (for TennCare Standard).</p> <p>Nursing Services covered under the 1915(c) waivers for members enrolled in such waivers shall be provided in accordance with the scope of service defined in the approved waiver application, including applicable limitations and expenditure caps. Medically necessary Nursing Services covered through the TennCare program shall be exhausted prior to authorizing such services through a 1915(c) waiver.</p>
<b>Speech Therapy</b>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b> Covered as medically necessary by a Licensed Speech Therapist to restore speech (as long as there is continued medical progress) after a loss or impairment. The loss or impairment must not be caused by a mental, psychoneurotic or personality disorder.</p>

SERVICE	BENEFIT LIMIT
	<p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary in accordance with TennCare Kids requirements.</p> <p>Speech Therapy services covered under the 1915(c) waivers for members enrolled in such waivers shall be provided in accordance with the scope of service defined in the approved waiver applications, including applicable limitations and expenditure caps. Medically necessary Speech Therapy services covered through the TennCare program shall be exhausted prior to authorizing such services through a 1915(c) waiver.</p>
<p><b>Occupational Therapy</b></p>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b> Covered as medically necessary when provided by a Licensed Occupational Therapist to restore, improve, or stabilize impaired functions.</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary in accordance with TennCare Kids requirements.</p> <p>Occupational Therapy services covered under the 1915(c) waivers for members enrolled in such waivers shall be provided in accordance with the scope of service defined in the approved waiver application, including applicable limitations and expenditure caps. Medically necessary Occupational Therapy services covered through the TennCare program shall be exhausted prior to authorizing such services through a 1915(c) waiver.</p>
<p><b>Physical Therapy</b></p>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b> Covered as medically necessary when provided by a Licensed Physical Therapist to restore, improve, or stabilize impaired functions.</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary in accordance with TennCare Kids requirements.</p> <p>Physical Therapy services covered under the 1915(c) waivers for members enrolled in such waivers shall be provided in accordance with the scope of service defined in the approved waiver application, including applicable limitations and expenditure caps. Medically necessary Physical Therapy services covered through the TennCare program shall be exhausted prior to authorizing such services through a 1915(c) waiver.</p>
<p><b>Organ and Tissue Transplant</b></p>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b> All medically necessary and non-investigational/experimental organ and tissue transplants,</p>



SERVICE	BENEFIT LIMIT
<b>And Donor Organ Procurement</b>	<p>as covered by Medicare, are covered. These include, but may not be limited to:            Bone marrow/Stem cell;            Cornea;            Heart;            Heart/Lung;            Kidney;            Kidney/Pancreas;            Liver;            Lung;            Pancreas; and            Small bowel/Multi-visceral.</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary in accordance with TennCare Kids requirements. Experimental or investigational transplants are not covered.</p>
<b>Reconstructive Breast Surgery</b>	<p>Covered in accordance with T.C.A.56-7-2507, which requires coverage of all stages of reconstructive breast surgery on a diseased breast as a result of a mastectomy, as well as surgical procedures on the non-diseased breast to establish symmetry between the two breasts in the manner chosen by the physician. The surgical procedure performed on a non-diseased breast to establish symmetry with the diseased breast shall only be covered if the surgical procedure performed on a non-diseased breast occurs within five (5) years of the date the reconstructive breast surgery was performed on a diseased breast.</p>
<b>Chiropractic Services</b>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b>            Coverage is limited to medically necessary services furnished by chiropractors licensed in accordance with State law and practicing within the scope of their license.</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary in accordance with TennCare Kids requirements.</p>

2.6.1.4 Contractor Behavioral Health Benefits Chart

SERVICE	BENEFIT LIMIT
<b>Psychiatric Inpatient Hospital Services (including physician services)</b>	As medically necessary.

SERVICE	BENEFIT LIMIT
<b>24-hour Psychiatric Residential Treatment</b>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b> As medically necessary.</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary.</p>
<b>Outpatient Mental Health Services (including physician services)</b>	As medically necessary.
<b>Inpatient, Residential &amp; Outpatient Substance Use Disorder Benefits<sup>1</sup></b>	<p><b>Medicaid/Standard Eligible, Age 21 and older:</b> Covered as medically necessary.</p> <p><b>Medicaid/Standard Eligible, Under age 21:</b> Covered as medically necessary.</p>
<b>Behavioral Health Intensive Community-Based Treatment</b>	As medically necessary.
<b>Psychiatric-Rehabilitation Services</b>	As medically necessary.
<b>Behavioral Health Crisis Services</b>	As necessary.
<b>Lab and X-ray Services</b>	As medically necessary.
<b>Non-emergency Medical Transportation (including Non-Emergency Ambulance Transportation)</b>	Same as for physical health (see Section 2.6.1.3 above).
<b>Transitional Housing</b>	<p>Effective at such time as directed by TennCare and limited to members transitioning out of DCS Custody.</p> <p>The Contractor shall provide young adult transitional housing in each grand region for adults transitioning out of DCS Custody who need intensive mental health and/or substance use disorder treatment to gain the skills needed to live independently. TennCare will issue program requirements annually, as needed, for the purposes of the continued development of the program. The program guidelines for eligible members and clinical care will be developed in partnership with TennCare.</p>

<sup>1</sup>When medically appropriate, services in a licensed substance use disorder residential treatment facility may be substituted for inpatient substance use disorder services.

2.6.1.4.1 The CMS Managed Care Rules specify that an MCO may cover, in addition to services covered under the state plan, any services necessary for compliance with the

requirements for parity in mental health and substance use disorder benefits in 42 CFR part 438, subpart K. In accordance with this requirement, this Contract identifies the types and amount, duration and scope of services consistent with the analysis of parity compliance conducted by TennCare.

- 2.6.1.4.1.1 In accordance with 42 CFR 438.905(a), the Contractor must comply with 42 CFR Subpart K—Parity in Mental Health and Substance Use Disorder Benefits requirements for all enrollees of a MCO in states that cover both medical/surgical benefits and mental health or substance use disorder benefits under the state plan.
- 2.6.1.4.1.2 TennCare neither imposes an annual dollar limit on any medical/surgical benefits nor includes an aggregate lifetime or annual dollar limit that applies to medical/surgical benefits provided to enrollees through a contract with the state, therefore, the Contractor shall not impose an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits, in accordance with 42 CFR 438.905(b), 42 CFR 438.905(c), and 42 CFR 438.905(e).
- 2.6.1.4.1.3 In accordance with 42 CFR 438.910(b)(1), the Contractor shall not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to enrollees (whether or not the benefits are furnished by the same managed care contractor).
- 2.6.1.4.1.4 In accordance with 42 CFR 438.910(b)(2) and as specified in the benefit charts of Section 2.6.1.3 and 2.6.1.4, if an enrollee is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits must be provided to the MCO enrollee in every classification in which medical/surgical benefits are provided.
- 2.6.1.4.1.5 In accordance with 42 CFR 438.910(c)(3), the CONTRACTOR shall not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification.
- 2.6.1.5 Long-Term Services and Supports Benefits for CHOICES Members
  - 2.6.1.5.1 In addition to physical health benefits (see Section 2.6.1.3) and behavioral health benefits (see Section 2.6.1.4), the Contractor shall provide long-term services and supports (including CHOICES HCBS and nursing facility care) as described in this Section 2.6.1.5 to members who have been enrolled into CHOICES by TennCare, as shown in the outbound 834 enrollment file furnished by TennCare to the Contractor, effective upon the CHOICES Implementation Date (see Section A.1). Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in

CHOICES Group 2 and/or 3, only members in CHOICES Group 1 will be enrolled with the Contractor. Therefore, unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the requirements in Section 2.6.1.5 applicable only to CHOICES Group 2 and/or 3 will not apply. When directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall, as directed by TennCare, comply with all of the requirements in Section 2.6.1.5.

- 2.6.1.5.2 TennCare enrollees will be enrolled by TennCare into CHOICES if the following conditions, at a minimum, are met:
  - 2.6.1.5.2.1 TennCare or its designee determines the enrollee meets the categorical and financial eligibility criteria for Group 1, 2 or 3;
  - 2.6.1.5.2.2 For Groups 1 and 2, TennCare determines that the enrollee meets nursing facility level of care including for Group 2, that the enrollee needs ongoing CHOICES HCBS in order to live safely in the home or community setting and to delay or prevent nursing facility placement;
  - 2.6.1.5.2.3 For Group 2, the Contractor or, for new TennCare applicants, TennCare or its designee, determines that the enrollee’s combined CHOICES HCBS, private\_duty nursing and home health care can be safely provided at a cost less than the cost of nursing facility care for the member;
  - 2.6.1.5.2.4 For Group 3, TennCare determines that the enrollee meets the at-risk level of care; and
  - 2.6.1.5.2.5 For Groups 2 and 3, but excluding Interim Group 3, if there is an enrollment target, TennCare determines that the enrollment target has not been met or, for Group 2, approves the Contractor’s request to provide CHOICES HCBS as a cost-effective alternative (see Section 2.6.5). Enrollees transitioning from a nursing facility to the community will not be subject to the enrollment target for Group 2 but must meet categorical and financial eligibility for Group 2.
- 2.6.1.5.3 The following long-term services and supports are available to CHOICES members, per Group, when the services have been determined medically necessary by the Contractor.

<b>Service and Benefit Limit</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
Nursing facility care	X	Short-term only (up to 90 days)	Short-term only (up to 90 days)
Community-based residential alternatives		X	(Specified CBRA services and levels of reimbursement)

<b>Service and Benefit Limit</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
			only. See below) <sup>1</sup>
Personal care visits (up to 2 visits per day at intervals of no less than 4 hours between visits)		X	X
Attendant care (up to 1080 hours per calendar year; up to 1400 hours per full calendar year only for persons who require covered assistance with household chores or errands in addition to hands-on assistance with self-care tasks)		X	X
Home-delivered meals (up to 1 meal per day)		X	X
Personal Emergency Response Systems (PERS)		X	X
Adult day care (up to 2080 hours per calendar year)		X	X
In-home respite care (up to 216 hours per calendar year)		X	X
In-patient respite care (up to 9 days per calendar year)		X	X
Assistive technology (up to \$900 per calendar year)		X	X
Enabling technology (up to \$5,000 per calendar year only through March 31, 2025)		X	X
Minor home modifications (up to \$6,000 per project; \$10,000 per calendar year; and \$20,000 per lifetime)		X	X
Pest control (up to 9 units per calendar year)		X	X

2.6.1.5.3.1 The Contractor shall review all requests for short-term NF stays and shall authorize and/or reimburse short-term NF stays for Group 2 and Group 3 members only when (1) the member is enrolled in CHOICES Group 2 or 3, as applicable, and receiving

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<sup>1</sup> CBRAs for which Group 3 members are eligible include only: Assisted Care Living Facility services, Community Living Supports 1 (CLS1), and Community Living Supports-Family Model 1 (CLS-FM1)

HCBS upon admission; (2) the member meets the nursing facility level of care in place at the time of admission; (3) the member's stay in the facility is expected to be less than ninety (90) days; and (4) the member is expected to return to the community upon its conclusion. The Contractor shall monitor all short-term NF stays for Group 2 and Group 3 members and shall ensure that the member is transitioned from Group 2 or Group 3, as applicable, to Group 1 at any time a) it is determined that the stay will not be short-term or the member will not transition back to the community; and b) prior to exhausting the ninety (90)-day short-term NF benefit covered for CHOICES Group 2 and Group 3 members.

- 2.6.1.5.3.1.1 The ninety (90) day limit shall be applied on a per admission (and not a per year) basis. A member may receive more than one short-term stay during the year. However, the Contractor shall be responsible for carefully reviewing any instance in which a member receives multiple short-term stays during the year or across multiple years, including a review of the circumstances which resulted in each nursing facility admission, and shall evaluate whether the services and supports provided to the member are sufficient to safely meet their needs in the community such that transition back to CHOICES Group 2 or Group 3 (as applicable) is appropriate.
- 2.6.1.5.3.1.2 The Contractor shall monitor, on an ongoing basis, members utilizing the short-term NF benefit, and shall submit to TennCare on a monthly basis a member-by-member status for each Group 2 and Group 3 member utilizing the short-term NF stay benefit, including but not limited to the name of each Group 2 and Group 3 member receiving short-term NF services, the NF in which s/he currently resides, the date of admission for short-term stay, the number of days of short-term NF stay utilized for this admission, and the anticipated date of discharge back to the community. For any member exceeding the ninety (90)-day limit on short-term NF stay, the Contractor shall include explanation regarding why the benefit limit has been exceeded, and specific actions the Contractor is taking to facilitate discharge to the community or transition to Group 1, as applicable, including the anticipated timeline.
- 2.6.1.5.4 In addition to the benefit limits described above, in no case shall the Contractor exceed the member's individual cost neutrality cap (as defined in Section A.1 of this Contract) for CHOICES Group 2 or the expenditure cap for Group 3.
- 2.6.1.5.4.1 For CHOICES members in Group 2, the services that shall be compared against the member's individual cost neutrality cap include the total cost of CHOICES HCBS and Medicaid reimbursed home health care and private duty nursing. The total cost of CHOICES HCBS includes all covered CHOICES HCBS and other non-covered services that the Contractor elects to offer as a cost-effective alternative to nursing facility care pursuant to Section 2.6.5.2 of this Contract including, as applicable: CHOICES HCBS in excess of specified CHOICES benefit limits, the one-time transition allowance for Group 2 and NEMT for Groups 2 and 3.

- 2.6.1.5.4.1.1 A CHOICES member in Group 2 or Group 3 shall not be disenrolled or required to experience a reduction in the amount of services currently being provided as a result of State directed increases in the rate of payment for such services, including rate increases targeted to increase wages for direct support professionals in order to help providers recruit and retain staff. If an increase in the rate of payment for service(s) would result in a person's individual cost neutrality cap being exceeded, the person shall not be required to reduce the amount of previously authorized services. The State may establish a methodology that would disregard some or all such rate increases in the application of the individual cost limit. Except as provided in that methodology, all new or additional services will be subject to the individual cost limit.
- 2.6.1.5.4.2 For CHOICES members in Group 3, the total cost of CHOICES HCBS, excluding minor home modifications, shall not exceed the expenditure cap of \$18,000 (as defined in Section A.1 of this Contract).
- 2.6.1.5.4.3 Notwithstanding any other requirements of this Contract, CHOICES Groups 2 and 3 members enrolled as of July 12, 2021 will be eligible to exceed their Expenditure Cap or their Individual Cost Neutrality Cap, as applicable, in order to be receive a one-time increase of up to \$3,000 across the following services:
- 2.6.1.5.4.3.1 Respite;
- 2.6.1.5.4.3.2 Adult Day Care Services;
- 2.6.1.5.4.3.3 Assistive Technology;
- 2.6.1.5.4.3.4 Enabling Technology; and
- 2.6.1.5.4.3.5 Minor Home Modifications.
- 2.6.1.5.4.3.6 The \$3,000 is a one-time increase that may be utilized anytime between November 2, 2021 and March 31, 2025. A member may elect to receive additional units of one service or multiple services; however, the overall limitation on additional services is \$3,000 per person. This assistance is provided in addition to existing service limitations and without regard for the expenditure cap or individual cost neutrality test specified in the approved waiver.
- 2.6.1.5.4.3.7 To qualify for this additional assistance the individual must be enrolled in the CHOICES program as of July 12, 2021, living with family members who routinely provide unpaid support and assistance; or if the individual does not live with family members, must have unpaid family caregivers who routinely provide unpaid support and assistance. The person may not be receiving residential supports.
- 2.6.1.5.4.3.8 The availability of these additional benefits is expected to support the person's independence, support family caregivers, address the additional stresses from impacts of COVID-19, and ensure the sustainability of these supports going forward.

- 2.6.1.5.4.3.9 Except as provided in this section, all other policies applying to benefit limits in CHOICES continue to apply.
- 2.6.1.5.4.4 Increases in the expenditure cap or individual cost neutrality cap effective July 1, 2021 are not intended to provide for additional benefits, but rather to accommodate targeted rate increases in CHOICES that have a direct care component as provided in Tennessee’s conditionally approved Initial HCBS Spending Plan. These adjustments will ensure that individuals in each of these benefit groups continue to have access to their currently approved HCBS
- 2.6.1.5.5 CHOICES members may, pursuant to Section 2.9.7, choose to participate in consumer direction of eligible CHOICES HCBS and, at a minimum, hire, fire and supervise workers of eligible CHOICES HCBS
- 2.6.1.5.6 The Contractor shall, on an ongoing basis, monitor CHOICES members’ receipt and utilization of long-term services and supports and identify CHOICES members who are not receiving long-term services and supports. Pursuant to Section 2.30.6.3, the Contractor shall, on a monthly basis, notify TennCare regarding members that have not received long-term services and supports for a thirty (30) day period of time. The Contractor shall be responsible for immediately initiating disenrollment of any member who is not receiving TennCare-reimbursed long-term services and supports and is not expected to resume receiving long-term services and supports within the next thirty (30) days, except under extenuating circumstances which must be reported to TennCare on the CHOICES Member Experience Report. Acceptable circumstances may include, but are not limited to, a member’s temporary hospitalization or temporary receipt of Medicare-reimbursed skilled nursing facility care. Such notification and/or disenrollment shall be based not only on receipt and/or payment of claims for long-term services and supports, but also upon review and investigation by the Contractor as needed to determine whether the member has received long-term services and supports, regardless of whether claims for such services have been submitted or paid.
- 2.6.1.5.7 The Contractor may submit to TennCare a request to no longer provide long-term services and supports to a member due to concerns regarding the ability to safely and effectively care for the member in the community and/or to ensure the member’s health, safety and welfare. Acceptable reasons for this request include but are not limited to the following:
- 2.6.1.5.7.1 A member in Group 2 for whom the Contractor has determined that it cannot safely and effectively meet the member’s needs at a cost that is less than the member’ cost neutrality cap, and the member declines to transition to a nursing facility;
- 2.6.1.5.7.2 A member in Group 2 or 3 who repeatedly refuses to allow a care coordinator entrance into their place of residence (Section 2.9.6);
- 2.6.1.5.7.3 A member in Group 2 or 3 who refuses to receive critical HCBS as identified through a needs assessment and documented in the member’s plan of care; and



- 2.6.1.5.7.4 A member in Group 1 who fails to pay their patient liability and the Contractor is unable to find a nursing facility willing to provide services to the member (Section 2.6.6.2).
- 2.6.1.5.7.5 A member in Group 2 or 3 who refuses to pay their patient liability and for whom the Contractor is either: 1) in the case of persons receiving CBRA services, unable to identify another provider willing to provide services to the member; or 2) in the case of persons receiving non-residential HCBS or companion care, the Contractor is unwilling to continue to serve the member, and the Division of TennCare has determined that no other MCO is willing to serve the member.
- 2.6.1.5.7.6 The Contractor's request to no longer provide long-term care services to a member shall include documentation as specified by TennCare. The State shall make any and all determinations regarding whether the Contractor may discontinue providing long-term care services to a member, disenrollment from CHOICES, and, as applicable, termination from TennCare.
- 2.6.1.5.8 The Contractor may submit to TennCare a request to disenroll from CHOICES a member who is not receiving any Medicaid-reimbursed LTSS services based on the Contractor's inability to reach the member only when the Contractor has exhausted all reasonable efforts to contact the member, and has documented such efforts in writing, which must be submitted with the disenrollment request. Efforts to contact the member shall include, at a minimum:
- 2.6.1.5.8.1 Multiple attempts to contact the member, their representative or designee (as applicable) by phone. Such attempts must occur over a period of at least two (2) weeks and at different times of the day and evening, including after business hours. The Contractor shall attempt to contact the member at the phone number provided in the outbound 834 enrollment file, any additional phone numbers the Contractor has on file, including referral records and case management notes; and phone numbers that may be provided in TennCare's PAE Tracking System. The Contractor shall also contact the member's Primary Care Provider and any contracted LTSS providers that have delivered services to the member during the previous six (6) months in order to obtain contact information that can be used to reach the member;
- 2.6.1.5.8.2 At least one (1) visit to the member's most recently reported place of residence except in circumstances where significant safety concerns prevent the Contractor from completing the visit, which shall be documented in writing; and
- 2.6.1.5.8.3 An attempt to contact the member by mail at the member's most recently reported place of residence at least two (2) weeks prior to the request to disenroll.
- 2.6.1.6 Long-Term Services and Supports Benefits for 1915(c) Waiver Members
- 2.6.1.6.1 In addition to physical health benefits (see Section 2.6.1.3) and behavioral health benefits (see Section 2.6.1.4), effective July 1, 2021, the Contractor shall provide long-

term services and supports as described in this Section 2.6.1.6 to members who have been enrolled into a 1915(c) waiver program by TennCare, as shown in the outbound 834 enrollment file furnished by TennCare to the Contractor.

2.6.1.6.2 TennCare enrollees will be enrolled by TennCare into a 1915(c) waiver program in accordance with criteria set forth in the approved 1915(c) waiver, 1115 waiver, and TennCare rule, as applicable.

2.6.1.6.3 The following long-term services and supports are available to 1915(c) waiver members, per waiver program and subject to all applicable service definitions, benefit limits, and Expenditure Caps, when the services have been determined medically necessary by the Contractor.

<b>Benefit</b>	<b>Self-Determination</b>	<b>Statewide</b>	<b>CAC</b>
Support Coordination (limited to 1 unit per month)		X	X
Transitional Case Management (limited to the last 180 consecutive days of the member's institutional stay prior to being discharged and enrolled in the waiver)		X	X
Personal Assistance (limited to a maximum of 215 hours per month; out of state PA has same limits, and in addition-limited to a maximum of 14 days per calendar year)	X	X	X
Enabling Technology (limited to a maximum of \$10,000 per member per two calendar years, including SMESAT)	X	X	X
Specialized Medical Equipment/Supplies and Assistive Technology (limited to a maximum of \$10,000 per member per two calendar years, including ET)	X	X	X
Personal Emergency Response Systems	X	X	X

(monitoring limited to 1 unit per month/12 units per calendar year)			
Environmental Accessibility Modifications (limited to a maximum of \$15,000 per person for 3 consecutive calendar years)	X	X	X
Supported Employment – Individual (Exploration-limited to 1 unit per 365 days; Discovery-limited to 1 unit per day per 1,095 days; Job Development-limited to 1 unit per 365 days; Stabilization and Monitoring-limited to 1 unit per month; all employment/day services combined are limited to a maximum of 240 units per a 14-consecutive-day billing period and 5,832 units per calendar year)	X	X	X
Supported Employment – Small Group (all employment/day services combined are limited to a maximum of 240 units per a 14-consecutive-day billing period and 5,832 units per calendar year)	X	X	X
Intermittent Employment and Community Wraparound (limited to no more than 160 quarter hour units in a 14-day billing period and no more than 3,888 quarter hour units/year limit)	X	X	X
Community Participation (all	X	X	X

employment/day services combined are limited to a maximum of 240 units per a 14-consecutive-day billing period and 5,832 units per calendar year)			
Facility-Based Day (may only be authorized for up to six (6) months at one time; all employment/day services combined are limited to a maximum of 240 units per a 14-consecutive-day billing period and 5,832 units per calendar year)	X	X	X
Non-Residential Homebound Support (24 units per day; limited to a maximum of 10 days in a 14-day billing cycle and maximum of 243 days per person per calendar year)	X	X	X
Individual Transportation (limited to maximum of 31 days/units per month)	X	X	X
Occupational Therapy (limited to 1 assessment with plan development per month; 3 assessments per year per provider; 1.5 hours per day for services other than assessments)	X	X	X
Physical Therapy (limited to 1 assessment with plan development per month; 3 assessments per year per provider; 1.5 hours per day for services other than assessments)	X	X	X
Speech, Language, and Hearing (limited to 1 assessment with plan	X	X	X

development per month; 3 assessments per year per provider; 1.5 hours per day for services other than assessments)			
Behavior Services (limited to 8 hours per assessment for completion of the behavior assessment; 2 assessments per calendar year; 6 hours per assessment for behavior plan development and staff training during the first 30 days following its approval; 2 assessments per year; 5 hours for presentations at meetings per calendar year)	X	X	X
Orientation and Mobility Services (limited to 1 assessment with plan development per month; 3 assessments per year per enrollee per provider; and 52 hours of non-assessment services per calendar year)	X	X	X
Nutrition (limited to a maximum of six (6) visits per waiver participant per calendar year of which no more than one (1) visit per waiver program year may be a Nutrition Services assessment; services other than the assessment (e.g., service recipient-specific training of caregivers; monitoring dietary compliance and food preparation) shall be further limited to a	X	X	X

maximum of one visit per day)			
Nursing (limited to a maximum of 48 units (12 hours) per day)	X	X	X
Adult Dental (limited to a maximum of \$5,000 per calendar year and a maximum of \$7,500 per 3 consecutive calendar years)	X	X	X
Respite (limited to a maximum of 30 days per calendar year)	X	X	X
Behavioral Respite (limited to a maximum of 60 days per calendar year)	X	X	X
Semi-Independent Living (limited to 1 unit per month (monthly), 31 days per month (regular daily), and 30 days per month (enhanced daily))	X	X	X
Supported Living (limited to 31 days/units per month; 14 days per year for out of state services)		X	X
Residential Habilitation (limited to 31 days/units per month; 14 days per year for out of state services)		X	X
Family Model Residential (limited to 31 days/units per month; 14 days per year for out of state services)		X	X
Medical Residential (limited to 31 days/units per month; 14 days per year for out of state services)		X	X

2.6.1.6.3.1

Notwithstanding any other requirements in this Contract, Statewide and Self-Determination waiver members enrolled as of July 12, 2021 will be eligible to exceed

their Expenditure Cap or Individual Cost Limit in order to receive a one-time total increase of up to \$3,000 across the following waiver services:

- 2.6.1.6.3.1.1 Respite;
- 2.6.1.6.3.1.2 Specialized Medical Equipment, Supplies, and Assistive Technology;
- 2.6.1.6.3.1.3 Enabling Technology;
- 2.6.1.6.3.1.4 Environmental Accessibility Modifications.
- 2.6.1.6.3.1.5 The \$3,000 is a one-time total increase that may be utilized anytime between November 2, 2021 and March 31, 2025 funded through Section 9817 of the ARP, as described in the State's conditionally approved Enhanced HCBS FMAP Spending Plan.
- 2.6.1.6.3.1.6 A member may elect to receive additional units of one service or multiple services; however, the overall limitation on additional services is \$3,000 per person. This assistance is provided in addition to existing service limitations and without regard for expenditure caps or individual cost neutrality tests specified in the approved waiver.
- 2.6.1.6.3.1.7 To qualify for this additional assistance the individual must be enrolled in the Statewide or Self-Determination Waiver as of July 12, 2021, living with family members who routinely provide unpaid support and assistance; or if the individual does not live with family members, must have unpaid family caregivers who routinely provide unpaid support and assistance. The person may not be receiving residential supports.
- 2.6.1.6.4 Support Coordination (including Transitional Case Management) functions for individuals enrolled in the Self-Determination Waiver shall be performed by DIDD case managers as an operating agency responsibility, rather than a defined benefit.
- 2.6.1.6.5 In addition to the benefits specified above which shall be delivered in accordance with the definitions, including limitations set forth in the approved 1915(c) waiver and in TennCare rule, a person enrolled in a 1915(c) waiver program may, subject to requirements described in 2.6.1.6.6 through 2.6.1.6.7, receive short-term care (i.e., no more than ninety (90) days) in a nursing facility or ICF/IID, without being required to disenroll from their 1915(c) waiver program, until such time that it is determined that transition back to 1915(c) waiver services will not occur within ninety (90) days from admission.
- 2.6.1.6.5.1 The Contractor shall not admit any members with I/DD who would qualify for enrollment in any ECF CHOICES Group to a nursing facility, including for short-term stay, without providing advance notification to TennCare, which shall include documentation of thoroughly exploring and exhausting all attempts to provide services in a more integrated community setting.

2.6.1.6.6 The Contractor shall review all requests for short-term NF or ICF/IID stays and shall authorize and/or reimburse short-term NF or ICF/IID stays for 1915(c) waiver members only when (1) the member is enrolled in a 1915(c) waiver program, and receiving HCBS upon admission; (2) the member meets the applicable institutional level of care in place at the time of admission (i.e., NF level of care for a short-term NF stay and ICF/IID level of care for a short-term ICF/IID stay); (3) the member's stay in the facility is expected to be less than ninety (90) days; (4) the member is expected to return to receiving 1915(c) waiver services in the community upon its conclusion; (5) with regard to short-term NF care, the PASRR process is complete, the person's short-term stay is appropriate, and all applicable specialized services have been arranged; and (6) DIDD has reviewed and approved the request *prior to* admission and the start of the short-term stay in a NF or ICF/IID for any individual with I/DD in an HCBS setting unless the STS immediately follows hospitalization for a medical condition and discharge to a NF for a STS is for rehabilitation or recovery of the same condition as treated in the hospital. In this case, only notification to DIDD is required. The Contractor shall provide such notification to DIDD within five (5) business days of the person's admission to the NF, or of knowledge of such admission if the Contractor is not notified until after the admission occurred.

2.6.1.6.6.1 Within fifteen (15) days of admission (or knowledge of the admission if the Contractor is not notified until after the admission occurred), the Contractor shall work with the member (and their representative, as applicable) and the ISC or DIDD Case Manager, as applicable, to develop and submit a transition plan to DIDD for review and approval to help facilitate return to the community with the right supports as soon as appropriate. If additional time is needed to develop the transition plan, the Contractor shall notify DIDD of the reason for delay, and the projected timeline for submission of the transition plan. If the member (or their health care representative) is unwilling to engage in transition planning, the Contractor shall continue to engage the member on each subsequent visit. The Contractor shall monitor all short-term NF and ICF/IID stays for 1915(c) waiver members and shall provide all documentation requested by TennCare to ensure that the member is disenrolled from the 1915(c) waiver if a) it is determined that the stay will not be short-term or the member will not transition back to the community; and b) prior to exhausting the ninety (90)-day short-term NF or ICF/IID benefit.

2.6.1.6.7 The ninety (90) day limit shall be applied on a per admission (and not a per year) basis. A member may receive more than one short-term stay during the year; however, the visits shall not be consecutive. Further, the Contractor shall be responsible for carefully reviewing any instance in which a member receives multiple short-term stays during the year or across multiple years, including a review of the circumstances which resulted in each nursing facility admission, and shall evaluate whether the services and supports provided to the member are sufficient to safely meet their needs in the community such that transition back to a 1915(c) waiver program is appropriate.



- 2.6.1.6.8 The Contractor shall monitor, on an ongoing basis, members utilizing the short-term NF or ICF/IID benefit, and shall submit to TennCare on a monthly basis a member-by-member status for each 1915(c) waiver member utilizing the short-term NF or ICF/IID stay benefit, including but not limited to the name of each 1915(c) waiver member receiving short-term NF or ICF/IID services, the NF or ICF/IID in which s/he currently resides, the date of admission for short-term stay, the number of days of short-term NF or ICF/IID stay utilized for this admission, and the anticipated date of discharge back to the community. For any member exceeding the ninety (90)-day limit on short-term NF or ICF/IID stay, the Contractor shall include explanation regarding why the benefit limit has been exceeded, and specific actions the Contractor is taking to facilitate discharge to the community including the anticipated timeline.
- 2.6.1.6.9 The cost of such services shall not be counted toward the person's expenditure cap. During the short-term stay, the person's patient liability amount will continue to be calculated based on the community personal needs allowance in order to allow the person to maintain their community residence. Additional tracking, reporting and monitoring processes will be put in place for these services.
- 2.6.1.6.10 1915(c) waiver members enrolled in the Self-Determination and Statewide Waivers will be subject to an annual Individual Cost Limit. Specifically:
- 2.6.1.6.10.1 1915(c) waiver members enrolled in the Self-Determination Waiver will be subject to a \$36,000 limit on the total cost of HCBS services received. The State may grant an exception for emergency needs up to \$6000 in additional services per year but shall not permit expenditures to exceed a hard limit of \$42,000 per calendar year.
- 2.6.1.6.10.2 1915(c) waiver members enrolled in the Statewide Waiver will be subject to an Individual Institutional Cost Limit based on the average cost of services in a private ICF/IID, as calculated on an annual basis by TennCare.
- 2.6.1.6.10.3 Exceptions to 1915(c) Waiver Individual Cost Limits:
- 2.6.1.6.10.3.1 A person enrolled in the Self-Determination or Statewide Waiver shall not be disenrolled if the sole reason the expenditure cap would be exceeded is a change in the reimbursement methodology for employment and day services implemented under the terms of the completed Statewide Transition Plan for these waivers in order to achieve or maintain compliance with the federal HCBS Settings Rule. Self-Determination and Statewide Waiver members shall be permitted to exceed the cost limit in order to continue receiving the same type and amount of services before the reimbursement change went into effect.
- 2.6.1.6.10.3.2 To ensure compliance with the federal HCBS Settings Rule, a Self-Determination or Statewide Waiver member may be permitted to exceed the Individual Cost Limit when additional Supported Employment-Individual Supports are requested and utilized. The exception applies only to newly requested Individual Employment Support benefits; previously approved Individual Employment Support benefits that have been provided

within a member's Individual Cost Limit shall not be shifted above the Individual Cost Limit by adding other HCBS which are not eligible for this exception.

2.6.1.6.10.3.3 A Self-Determination or Statewide Waiver participant shall not be disenrolled or required to experience a reduction in the amount of services currently being provided as a result of State increases in the rate of payment for such services, including rate increases targeted to increase wages for direct support professionals in order to help providers recruit and retain staff. If an increase in the rate of payment for service(s) would result in a person's cost limit being exceeded, the person shall not be required to reduce the amount of previously authorized services. The State may establish a methodology that would disregard some or all such rate increases in the application of the individual cost limit. Except as provided in that methodology, all new or additional services will be subject to the individual cost limit.

2.6.1.6.10.3.4 Any home health or PDN services a Statewide Waiver member receives shall be counted against the Individual Institutional Cost Limit. Coordination of home health, PDN and 1915(c) waiver services is required in order to monitor services and costs, ensure services are medically necessary and appropriate, avoid duplication of services, and ensure that Statewide Waiver members receiving both 1915(c) waiver services and HH or PDN services do not exceed the Individual Institutional Cost Limit.

2.6.1.6.10.4 The Contractor may submit to TennCare a request to no longer provide long-term services and supports to a member for a member in any 1915(c) waiver who refuses to pay their patient liability and for whom the Contractor is either: 1) in the case of persons receiving residential services, unable to identify another provider willing to provide such services to the member; or 2) in the case of persons receiving non-residential HCBS, the Contractor is unwilling to continue to serve the member, and the Division of TennCare has determined that no other MCO is willing to serve the member.

2.6.1.6.10.5 The Contractor's request to no longer provide long-term services and supports to a member shall include documentation as specified by TennCare. The State shall make any and all determinations regarding whether the Contractor may discontinue providing long-term services and supports to a member, disenrollment from 1915(c) waiver, and, as applicable, termination from TennCare.

#### 2.6.1.7 **Long-Term Services and Supports Benefits for Members Residing in an ICF/IID**

2.6.1.7.1 In addition to physical health benefits (see Section 2.6.1.3) and behavioral health benefits (see Section 2.6.1.4), effective July 1, 2021, the Contractor shall provide ICF/IID services as described in this Section 2.6.1.7 to members who have been approved to receive ICF/IID services by TennCare, as shown in the outbound 834 enrollment file furnished by TennCare to the Contractor.

2.6.1.7.2 TennCare enrollees will be approved by TennCare to receive ICF/IID services in accordance with criteria set forth in the approved 1115 waiver and TennCare rule.

- 2.6.1.7.3 ICF/IID services are available only to members determined by TennCare to meet the medical (level of care) eligibility criteria for ICF/IID services and subject to the service definition, and all applicable requirements specified in the Medicaid State Plan, 1115 waiver, or TennCare rule. This shall include the completion of a Community Informed Choice process as prescribed by TennCare and completed by the Contractor for its current members or by DIDD for a person who is not yet Medicaid eligible, in order to ensure they are fully informed of more integrated home and community-based options, as appropriate, and are making an informed decision regarding the request for institutional placement.
- 2.6.1.7.3.1 Reimbursement for ICF/IID services shall be subject to the following limitations:
  - 2.6.1.7.3.1.1 Days when a member receives care in an ICF/IID and such days have not been approved by Medicaid for payment of their care in the facility are not eligible for Medicaid reimbursement; and
  - 2.6.1.7.3.1.2 Reimbursement for bed holds shall be made as follows with payments for days in excess of these limits not eligible for Medicaid reimbursement:
    - 2.6.1.7.3.1.2.1 For days not to exceed fifteen (15) days per occasion while the member is hospitalized, and the following conditions are met:
      - 2.6.1.7.3.1.2.1.1 The member intends to return to the ICF/IID;
      - 2.6.1.7.3.1.2.1.2 The hospital provides a discharge plan for the member;
      - 2.6.1.7.3.1.2.1.3 At least 85% of all other beds in the ICF/IID certified at the member's designated level of care (i.e., intensive training, high personal care or medical), when computed separately, are occupied at the time of hospital admission; and
      - 2.6.1.7.3.1.2.1.4 Each period of hospitalization must be physician ordered and documented in the member's medical record in the ICF/IID.
    - 2.6.1.7.3.1.2.2 For days not to exceed sixty (60) days per state fiscal year and limited to fourteen (14) days per occasion while the member, pursuant to physician's order, is absent from the facility on a therapeutic home visit or other therapeutic absence. In order to be eligible for reimbursement, therapeutic home visits or therapeutic absences from the facility (i.e., for purposes other than required hospitalizations, which cannot be anticipated) must be included in the member's plan of care.
- 2.6.1.7.4 The Contractor shall, on an ongoing basis, utilize notifications and claims from ICF/IID providers to monitor members' receipt and utilization of ICF/IID services and identify members determined eligible for ICF/IID services by TennCare who are not receiving ICF/IID services. Pursuant to Section 2.12.11, the Contractor shall require ICF/IID providers to promptly notify the Contractor when a person is discharged from the facility. The Contractor shall be responsible for immediately initiating disenrollment of any member determined eligible for ICF/IID services by TennCare

who is no longer receiving TennCare-reimbursed ICF/IID services and is not expected to resume receiving ICF/IID services within the next thirty (30) days unless the member has transitioned to HCBS, except under extenuating circumstances which must be reported to TennCare on the 1915(c) Waiver Member Experience Report. Acceptable circumstances may include, but are not limited to, a member's temporary hospitalization, temporary receipt of Medicare-reimbursed skilled nursing facility care following a hospital admission, when appropriate, or other therapeutic leave as permitted under the State Medicaid Plan. Such notification and/or disenrollment shall be based not only on receipt and/or payment of claims for ICF/IID services, but also upon review and investigation by the Contractor as needed to determine whether the member has received ICF/IID services, regardless of whether claims for such services have been submitted or paid.

## 2.6.2 TennCare Benefits Provided by TennCare

TennCare shall be responsible for the payment of the following benefits:

### 2.6.2.1 Dental Services

Except as provided in Section 2.6.1.3 of this Contract, dental services shall not be provided by the Contractor but shall be provided by a dental benefits manager (DBM) under contract with TennCare or DIDD, as applicable. Coverage of dental services is described in TennCare rules and regulations.

### 2.6.2.2 Pharmacy Services

Except as provided in Section 2.6.1.3 of this Contract, pharmacy services shall not be provided by the Contractor but shall be provided by a pharmacy benefits manager (PBM) under contract with TennCare. Coverage of pharmacy services is described in TennCare rules and regulations. TennCare does not cover pharmacy services for enrollees who are dually eligible for TennCare and Medicare.

### 2.6.2.3 ICF/IID Services and Alternatives to ICF/IID Services

For qualified enrollees in accordance with TennCare policies and/or TennCare rules and regulations, TennCare shall be responsible for the payment of the costs of long-term care institutional services in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) or alternatives to an ICF/IID provided through a 1915(c) Home and Community-Based Services (HCBS) waiver for persons with intellectual disabilities. The Contractor shall be responsible for the payment of all LTSS provided to individuals with I/DD, including HCBS provided to individuals enrolled in a 1915(c) waiver and ICF/IID services.

## 2.6.3 Medical Necessity Determination

2.6.3.1 The Contractor may place appropriate limits on a covered benefit. In accordance with the TennCare medical necessity rule, the Contractor may establish procedures for the

determination of medical necessity and for the use of medically appropriate cost-effective alternative benefits. The Contractor may also limit benefits for the purpose of utilization control in accordance with NCQA standards, as long as (1) the furnished benefits can reasonably achieve the purpose for which they are furnished, and as long as (2) the benefits furnished for enrollees with chronic conditions (or who require LTSS) are authorized in a manner that reflects the enrollee's ongoing need for such benefits. See 42 C.F.R. §438.3(e)(2) and 42 C.F.R. §438.210(a)(4). Additionally, the Contractor shall include in its review of medical necessity for CHOICES, ECF CHOICES, or 1915(c) waiver HCBS and HCBS-related services, including durable medical equipment, for individuals receiving HCBS in CHOICES, ECF CHOICES, or a Section 1915(c) HCBS Waiver, whether the HCBS or related service provide an opportunity for the member receiving long-term services and supports to have access to the benefits of community living, achieve person-centered goals, be free of undue restraint, and live and work in the setting of their choice as prescribed in TennCare policy.

2.6.3.2 The Contractor shall use written criteria based on sound clinical evidence to make utilization decisions. The written criteria shall specify procedures for appropriately applying the criteria. The criteria must satisfy NCQA standards. The Contractor shall apply objective and evidence-based criteria and take individual circumstances into account when determining the medical appropriateness of health care services.

2.6.3.3 The Contractor shall ensure that the services are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of the diagnosis, type of illness, or condition.

2.6.3.4 The Contractor may deny benefits which are excluded under TennCare rule and may premise such denial on the applicable exclusion rule.

2.6.3.5 Prior to any reduction of home health or private duty nursing services prescribed by a treating physician for a chronic condition, the Contractor shall review nursing and aide care notes and the results of face-to-face assessments, including care coordination or case management visits conducted by the Contractor. The Contractor shall provide such documentation which supports the Contractor's medical necessity determination to TennCare upon request, including in response to any Appeal that may be filed regarding such action.

#### 2.6.4 Second Opinions

The Contractor shall provide for a second opinion in any situation where there is a question concerning a diagnosis or the options for surgery or other treatment of a health condition when requested by a member, parent and/or legally appointed representative. The second opinion shall be provided by a contracted qualified health care professional, or the Contractor shall arrange for a member to obtain one from a non-contract provider. The second opinion shall be provided at no cost to the member.

## 2.6.5 Use of Cost Effective Alternative Services

- 2.6.5.1 The Contractor shall be allowed to use cost-effective alternative services, whether listed as covered or non-covered or omitted in Section 2.6.1 of this Contract, when the use of such alternative services is medically appropriate and is cost-effective. This may include, for example, use of nursing facilities as step down alternatives to acute care hospitalization or hotel accommodations for persons on outpatient radiation therapy to avoid the rigors of daily transportation. The Contractor may not require the enrollee to accept a CEA in lieu of a covered service. The Contractor shall comply with TennCare policies and procedures. As provided in the applicable TennCare policies and procedures, services not listed in the TennCare policies and procedures must be prior approved in writing by TennCare. The Medical Fund Target described elsewhere in this Contract shall not be increased or decreased because of the use of alternative services. The Contractor shall maintain documentation that demonstrates the cost effectiveness of any non-covered services that are provided to TennCare enrollees and for which the Contractor seeks reimbursement from the State. A report summarizing all such documentation for the preceding year shall be submitted by the Contractor in accordance with Section 2.30.21.3.
- 2.6.5.2 For members in CHOICES Groups 2 and 3, the Contractor may choose to provide the following as a cost-effective alternative to other covered services:
- 2.6.5.2.1 CHOICES HCBS to CHOICES members who would otherwise receive nursing facility care. If a member meets categorical and financial eligibility requirements for enrollment in CHOICES Group 2 and also meets the nursing facility level of care, as determined by TennCare, and would otherwise remain in or be admitted to a nursing facility (as determined by the Contractor and demonstrated to the satisfaction of TennCare), the Contractor may, at its discretion and upon TennCare written prior approval, offer that member CHOICES HCBS as a cost-effective alternative to nursing facility care (see Section 2.9.7.3.15). In this instance, TennCare will enroll the member receiving CHOICES HCBS as a cost-effective alternative to nursing facility services in CHOICES Group 2, notwithstanding any enrollment target for CHOICES Group 2 that has been reached.
- 2.6.5.2.2 CHOICES HCBS to members in CHOICES Group 2 in excess of the benefit limits described in Section 2.6.1.5.3 as a cost-effective alternative to nursing facility care or covered home health services.
- 2.6.5.2.3 CHOICES HCBS to members in CHOICES Group 3 in excess of the benefit limits described in Section 2.6.1.5.3 as a cost-effective alternative to covered home health services. Members in CHOICES Group 3 do not meet nursing facility level of care and as such, CHOICES HCBS in excess of benefit limits specified in Section 2.6.1.5.3 may not be offered as a cost-effective alternative to nursing facility care.
- 2.6.5.2.4 Non-covered HCBS services to members in CHOICES Group 2 not otherwise specified in this Contract or in applicable TennCare policies and procedures, upon written prior approval from TennCare.

- 2.6.5.2.5 For CHOICES Group 1 members transitioning from a nursing facility to Group 2 or Group 3 or a member transitioning to the CAC Waiver immediately following at least a ninety (90) consecutive day stay at the Harold Jordan Center, a one-time transition allowance, per member. The amount of the transition allowance shall not exceed two thousand dollars (\$2,000) and may be used for items such as, but not limited to, the first month's rent and/or utility deposits, kitchen appliances, furniture, and basic household items. When the Contractor elects to provide a Transition Allowance to a member transitioning to CHOICES Group 3, the amount of the Transition Allowance shall be applied to the member's Expenditure Cap.
- 2.6.5.2.6 For members in CHOICES Group 2 or 3, non-emergency medical transportation (NEMT) not otherwise covered by this Contract.
- 2.6.5.2.7 For 1915(c) waiver members, Enabling Technology in excess of the benefit limit described in Sections 2.6.1.6.3 as a cost-effective alternative to care in a nursing facility or ICF/IID, as applicable when the person would qualify for such care; a cost-effective alternative to additional hours of personal assistance or other HCBS that would otherwise be covered and medically necessary, including covered home health services; or a cost-effective alternative to a higher level of reimbursement that would otherwise be provided for residential services, including CLS, CLS-FM, Supported Living, Family Model Residential, Residential Habilitation, or Medical Residential Services based on the person's assessed level of support need.
- 2.6.5.3 If the Contractor chooses to provide cost-effective alternative services to a CHOICES member or when permitted by TennCare to a person in a 1915(c) waiver, in no case shall the cost of CHOICES HCBS, private duty nursing and home health care for Group 2 exceed a member's cost neutrality cap. For members enrolled in the 1915(c) Statewide Waiver, in no case shall the cost of HCBS, including private duty nursing and home health care, exceed the member's cost neutrality cap or Individual Institutional Cost Limit, as applicable, except as provided in Section 2.6.1.6.10.3. For CHOICES members enrolled in Group 3 and members enrolled in the 1915(c) Self-Determination Waiver, the total cost of HCBS, excluding minor home modifications, for members in Group 3 exceed the expenditure cap except as provided in this Contract. The total cost of CHOICES HCBS includes all covered CHOICES HCBS and other non-covered services that the Contractor elects to offer as a cost-effective alternative to nursing facility care for CHOICES Group 2 members pursuant to Section 2.6.5.2 of this Contract including, as applicable: CHOICES HCBS in excess of specified benefit limits, the one-time transition allowance for CHOICES Group 1 members who are transitioning to CHOICES Group 2 or Group 3, and NEMT for Groups 2 and 3. In 1915(c) waiver programs, the total cost of HCBS includes all covered HCBS and other non-covered services the Contractor elects to offer as a cost-effective alternative to nursing facility care or ICF/IID services for members who meet such level of care, including a transition allowance, or to other covered benefits as permitted by TennCare in this Contract, specified in policy, or authorized upon request.

- 2.6.5.4 The Contractor may elect, at its sole discretion, to exceed the limits for adult dental services in a 1915(c) waiver as specified in Section 2.6.1.6.3 as a cost-effective alternative service when the provision of such additional dental services would be medically appropriate and offer a more cost-effective alternative to other covered services the member would otherwise require.
- 2.6.5.5 When the Contractor approves CHOICES or 1915(c) waiver HCBS as a CEA to another covered benefit (including but not limited to home health, private duty nursing, nursing facility services, or ICF/IID services) and subsequently elects to reduce or terminate such CEA service, the Contractor shall, prior to initiating the adverse action, review whether the covered benefit will, upon reduction or termination of the CEA service, be medically necessary. The Contractor shall review previous and current comprehensive assessments and the PCSP to ensure that the member's needs will continue to be met safely with the benefits the member will continue to receive and will make such documentation available in the course of any appeal pertaining to the CEA service and as requested by TennCare Additional Services and Use of Incentives
- 2.6.5.6 The Contractor shall not advertise any services that are not required by this Contract other than those covered pursuant to Section 2.6.1 of this Contract.
- 2.6.5.7 The Contractor shall not offer or provide any services other than services covered by this Contract (see Section 2.6.1) or services provided as a cost-effective alternative (see Section 2.6.5) of this Contract. However, the Contractor may provide incentives that have been specifically prior approved in writing by TennCare. For example, TennCare may approve the use of incentives given to enrollees to encourage participation in Population Health programs.

## 2.6.6 Cost Sharing and Patient Liability

### 2.6.6.1 General

The Contractor and all providers and subcontractors shall not require any cost sharing or patient liability responsibilities for covered services except to the extent that cost sharing or patient liability responsibilities are required for those services by TennCare in accordance with TennCare rules and regulations, including but not limited to, not holding enrollees liable for debt due to insolvency of the Contractor or non-payment by the State to the Contractor. Any cost sharing imposed on Medicaid enrollees shall be in accordance with Medicaid FFS requirements at 42 CFR 447.50 through 42 CFR 447.82. Further, the Contractor and all providers and subcontractors shall not charge enrollees for missed appointments.

### 2.6.6.2 Patient Liability

- 2.6.6.2.1 TennCare will notify the Contractor of any applicable patient liability amounts for CHOICES and I/DD MLTSS Programs members via the outbound 834 enrollment file.



- 2.6.6.2.1.1 When TennCare notifies the Contractor of patient liability amounts for CHOICES and I/DD MLTSS Programs via the outbound 834 enrollment file with an effective date any time other than the first day of the month, the Contractor shall determine and apply the pro-rated portion of patient liability for that month.
- 2.6.6.2.2 The Contractor shall delegate collection of patient liability for CHOICES Group 1 members to the nursing facility and collection of patient liability for members receiving ICF/IID services to the ICF/IID and shall pay the facility net of the applicable patient liability amount.
- 2.6.6.2.2.1 In accordance with the involuntary discharge process, including notice and appeal (see Section 2.12.10.3), a nursing facility or ICF/IID may refuse to continue providing services to a member who fails to pay their patient liability and for whom the nursing facility can demonstrate to the Contractor that it has made a good faith effort to collect payment.
- 2.6.6.2.2.2 If the Contractor is notified that a nursing facility or ICF/IID is considering discharging a member (see Section 2.12.10.3), the Contractor shall work to find an alternate nursing facility or ICF/IID willing to serve the member and document its efforts in the member's files.
- 2.6.6.2.2.3 If the Contractor is unable to find an alternate nursing facility or ICF/IID willing to serve the member and the member the Contractor may, pursuant to Section 2.6.1.5.7 request to no longer provide long-term care services to the member.
- 2.6.6.2.3 For CHOICES Group 2 and 3 and 1915(c) waiver members, patient liability shall be collected as follows:
  - 2.6.6.2.3.1 The Contractor shall delegate collection of patient liability for CHOICES Group 2 and 3 and 1915(c) waiver members who reside in a CBRA (i.e., an assisted care living facility, community living support, community living support-family model, or adult care home as licensed under 68-11-201, or any of the residential services provided until the Section 1915(c) waivers) to the CBRA and shall pay the facility net of the applicable patient liability amount.
  - 2.6.6.2.3.2 The Contractor shall collect patient liability from CHOICES Group 2 and Group 3 and 1915(c) wavier members (as applicable) who receive CHOICES or 1915(c) waiver HCBS in their own home, including members who are receiving short-term nursing facility care, or who receive adult day care services and from Group 2 members who receive Companion Care.
  - 2.6.6.2.3.2.1 The Contractor shall use calculated patient liability amounts to offset the cost of CHOICES Group 2 or CHOICES Group 3 or 1915(c) waiver benefits (or CEA services provided as an alternative to covered CHOICES Group 2 or Group 3 or 1915(c) waiver benefits) reimbursed by the Contractor for that month.

- 2.6.6.2.3.2.2 The Contractor shall not collect patient liability that exceeds the cost of CHOICES Group 2 or CHOICES Group 3 benefits or 1915(c) waiver (or CEA services provided as an alternative to CHOICES Group 2 or Group 3 or 1915(c) waiver benefits) reimbursed by the Contractor for that month.
- 2.6.6.2.3.2.3 The Contractor shall, upon notification in the outbound 834 enrollment file of retroactive adjustments in patient liability amounts based on incurred medical expenses, without requiring any action on the part of the member or provider, adjust the CHOICES Group 2 or Group 3 or 1915(c) wavier member's patient liability for the following month(s) until reimbursement of any overpayment is accomplished, or shall refund any overpayments within thirty (30) days of a request from the member or when the member will not continue to have patient liability obligations going forward.
- 2.6.6.2.3.3 If a CHOICES Group 2 or Group 3 or 1915(c) wavier member fails to pay required patient liability, pursuant to Sections 2.6.1.5.7.6 and 2.6.1.6.11.4, the Contractor may request to no longer provide long-term services and supports to the member.
- 2.6.6.2.3.4 The Contractor shall not waive or otherwise fail to establish and maintain processes for collection of patient liability in accordance with this Contract.

#### 2.6.6.3 Preventive Services

TennCare cost sharing or patient liability responsibilities shall apply to covered services other than the preventive services described in TennCare rules and regulations.

#### 2.6.6.4 Cost Sharing Schedule

The current TennCare cost sharing schedule is included in this Contract as Attachment II. The Contractor shall not waive or use any alternative cost sharing schedules, unless required by TennCare.

#### 2.6.6.5 Provider Requirements

2.6.6.5.1 Providers or collection agencies acting on the provider's behalf may not bill enrollees for amounts other than applicable TennCare cost sharing or patient liability amounts for covered services, including but not limited to, services that the State or the Contractor has not paid for, except as permitted by TennCare rules and regulations and as described below. Providers may seek payment from an enrollee only in the following situations.

2.6.6.5.1.1 If the services are not covered services and, prior to providing the services, the provider informed the enrollee that the services were not covered. The provider shall inform the enrollee of the non-covered service and have the enrollee acknowledge the information. If the enrollee still requests the service, the provider shall obtain such acknowledgment in writing prior to rendering the service. Regardless of any understanding worked out between the provider and the enrollee about private payment, once the provider bills an MCO for the service that has been provided, the

prior arrangement with the enrollee becomes null and void without regard to any prior arrangement worked out with the enrollee.

- 2.6.6.5.1.2 If the enrollee's TennCare eligibility is pending at the time services are provided and if the provider informs the person they will not accept TennCare assignment whether or not eligibility is established retroactively. Regardless of any understanding worked out between the provider and the enrollee about private payment, once the provider bills an MCO for the service the prior arrangement with the enrollee becomes null and void without regard to any prior arrangement worked out with the enrollee.
- 2.6.6.5.1.3 If the enrollee's TennCare eligibility is pending at the time services are provided, however, all monies collected, except applicable TennCare cost sharing or patient liability amounts shall be refunded when a claim is submitted to an MCO because the provider agreed to accept TennCare assignment once retroactive TennCare eligibility was established. (The monies collected shall be refunded as soon as a claim is submitted and shall not be held conditionally upon payment of the claim.)
- 2.6.6.5.1.4 If the services are not covered because they are in excess of an enrollee's benefit limit, and the provider complies with applicable TennCare rules and regulations.
- 2.6.6.5.2 The Contractor shall require, as a condition of payment, that the provider accept the amount paid by the Contractor or appropriate denial made by the Contractor (or, if applicable, payment by the Contractor that is supplementary to the enrollee's third-party payor) plus any applicable amount of TennCare cost sharing or patient liability responsibilities due from the enrollee as payment in full for the service. Except in the circumstances described above, if the Contractor is aware that a provider, or a collection agency acting on the provider's behalf, bills an enrollee for amounts other than the applicable amount of TennCare cost sharing or patient liability responsibilities due from the enrollee, the Contractor shall notify the provider and demand that the provider and/or collection agency cease such action against the enrollee immediately. If a provider continues to bill an enrollee after notification by the Contractor, the Contractor shall refer the provider to the Division of TennCare or its designee.
- 2.6.6.5.3 The Contractor shall ensure collection of 1915(c) waiver patient liability as determined by TennCare and in accordance with TennCare policy, ensure that no Medicaid funds are expended for room and board in home and community-based residential settings, and safeguard the personal funds of members consistent with federal HCBS Settings Rule requirements. The Contractor shall require that 1915(c) waiver providers complete an independent audit of payments received by Medicaid (except as CMS may otherwise specify for particular waivers) and shall maintain and make available to the U.S. Department of Health and Human Services (HHS), the Comptroller, TennCare, DIDD, and/or other designees, appropriate financial records documenting the cost of services provided under the 1915(c) waivers, including reports of any independent audits conducted.

## 2.6.7 Immediate Eligibility for Children in DCS Custody

Effective January 1, 2002, when a child enters DCS custody, DCS will provide the Contractor with the child's information. In order to give children in DCS adequate access to covered services, including TennCare Kids, until a final determination can be made on their TennCare eligibility, the Contractor shall accept notification from DCS and adhere to the following requirements to insure that eligibility is provided. Upon receipt of notification from DCS, the Contractor shall determine whether or not the child is otherwise enrolled in TennCare. If the child is not currently enrolled, the Contractor shall immediately build a forty-five (45) day TennCare eligibility record effective on the date the child was placed in State custody and identify the child as a child in State custody, or group 1.A enrollee. The Contractor shall generate a letter that will explain that the child has been given forty-five (45) days of coverage from their custody date, pending a final eligibility determination. The Contractor is not required to assign a child for whom Immediate Eligibility has been established to a BPN PCP until TennCare eligibility is confirmed. The Contractor shall fax the BPN enrollment form and a letter of notification to the DCS Case Manager. The Contractor's BPN staff shall work with DCS to obtain a TennCare Kids visit with a BPN provider within twenty-one (21) days of request but no later than thirty (30) days of enrollment. After twenty-five (25) days of Immediate Eligibility coverage, the Contractor shall identify children whose Immediate Eligibility will end in twenty (20) days to the DCS Program Coordinator of Health Advocacy. The child shall be eligible for the TennCare Medicaid benefit package effective on the date the child was placed in custody through the 45<sup>th</sup> day of the Immediate Eligibility period or the date of receipt of a TennCare eligibility record, whichever occurs earlier. If the Contractor receives a TennCare eligibility record prior to the end of the forty-five (45) day eligibility period, the child shall be eligible for benefits in accordance with their TennCare eligibility status effective on the date of receipt of the eligibility record.

In regards to TennCare Kids reporting, the Contractor shall continue to only report on those children whose TennCare eligibility has appeared on the DCS Tape received from TennCare and who are assigned to MCO 11.

## **A.2.7 SPECIALIZED SERVICES**

### **2.7.1 Emergency Services**

2.7.1.1 Emergency Services (as defined in Section A.1 of this Contract) shall be available twenty-four (24) hours a day, seven (7) days a week.

2.7.1.2 The Contractor shall review and approve or disapprove claims for Emergency Services based on the definition of emergency medical condition specified in Section A.1 of this Contract. The Contractor shall base coverage decisions for Emergency Services on the severity of the symptoms at the time of presentation and shall cover Emergency Services where the presenting symptoms are of sufficient severity to constitute an emergency medical condition in the judgment of a prudent layperson. The Contractor shall not impose restrictions on coverage of Emergency Services more restrictive than those permitted by the prudent layperson standard. The Contractor shall have policies that address emergency and non-emergency use of services provided in an outpatient emergency setting.

- 2.7.1.3 The Contractor shall provide coverage for inpatient and outpatient emergency services, furnished by a qualified provider, regardless of whether the member obtains the services from a contract provider, that are needed to evaluate or stabilize an emergency medical condition that is found to exist using the prudent layperson standard. These services shall be provided without prior authorization in accordance with 42 CFR 438.114. The Contractor shall pay for any emergency screening examination services conducted to determine whether an emergency medical condition exists and for all Emergency Services that are medically necessary until the member is stabilized. However, the Contractor shall have policies to determine when non-emergency services are provided in an outpatient emergency setting.
- 2.7.1.4 If an emergency screening examination leads to a clinical determination by the examining provider that an actual emergency medical condition exists, the Contractor shall pay for both the services involved in the screening examination and the services required to stabilize the member. The Contractor shall be required to pay for all Emergency Services which are medically necessary until the clinical emergency is stabilized. This includes all medical and Behavioral Health Services that may be necessary to assure, within reasonable medical probability, that no material deterioration of the member's condition is likely to result from, or occur during, discharge of the member or transfer of the member to another facility. If there is a disagreement between the treating facility and the Contractor concerning whether the member is stable enough for discharge or transfer, or whether the medical benefits of an un-stabilized transfer outweigh the risks, the judgment of the attending provider(s) actually caring for the member at the treating facility prevails and is binding on the Contractor. The Contractor, however, may establish arrangements with a treating facility whereby the Contractor may send one of its own providers with appropriate emergency room privileges to assume the attending provider's responsibilities to stabilize, treat, and transfer the member, provided that such arrangement does not delay the provision of Emergency Services.
- 2.7.1.5 The Contractor shall not retroactively deny a claim for an emergency screening examination because the condition, which appeared to be an emergency medical condition under the prudent layperson standard, turned out to be non-emergency in nature. If an emergency screening examination leads to a clinical determination by the examining provider that an actual emergency medical condition does not exist, then the determining factor for payment liability shall be whether the member had acute symptoms of sufficient severity at the time of presentation. In such cases, the Contractor shall review the presenting symptoms of the member and shall pay for all services involved in the screening examination where the presenting symptoms (including severe pain) were of sufficient severity to have warranted emergency attention under the prudent layperson standard regardless of final diagnosis.
- 2.7.1.6 When the member's PCP or the Contractor instructs the member to seek Emergency Services, the Contractor shall be responsible for payment for the medical screening examination and for other medically necessary Emergency Services, without regard to whether the member's condition meets the prudent layperson standard.

- 2.7.1.7 Once the member's condition is stabilized, the Contractor may require prior authorization for hospital admission or follow-up care.
- 2.7.2 Triage, Navigate, Treat and Transport (TN-T2) program
  - 2.7.2.1 Public Chapter 919 of the 112th General Assembly requires that TennCare develop and implement a program substantially similar to the federal Centers for Medicare and Medicaid Services' Emergency Triage, Treat, and Transport (ET3) model, established pursuant to Section 1115A of the federal Social Security Act (42 U.S.C. § 1315A). Effective January 1, 2023, TennCare will implement the statewide Triage, Navigate, Treat and Transport (TN-T2) program. The TN-T2 program consist of contract requirements and guidance put in place to provide person-centered care such that individuals receive care safely at the right time and place; to increase efficiency in the EMS system by allowing EMS providers increased opportunity to respond to high-acuity cases; and to encourage appropriate utilization of emergency medical services to meet health care needs effectively. The contract requirements and guidance of the TN-T2 program are as follows:
    - 2.7.2.1.1 MCOs shall reimburse EMS providers and their contracted Qualified Health Professionals (QHPs) at the contracted rate for participating providers for non-emergency medical services delivered via treatment in place (TIP) or via telehealth.
      - 2.7.2.1.1.1 With the exception of transport to a primary care provider, MCOs shall reimburse EMS providers at the contracted rate for participating providers for transport to an alternative destination (TAD) such as a community mental health center (CMHC), federally qualified health center (FQHC), or urgent care. MCOs shall reimburse EMS providers the same rate for transport to an alternative destination as the rate for transport to an emergency department.
    - 2.7.2.2 MCOs shall reimburse Emergency Department (ED) physicians and (ED) facilities according to the following existing guidance:
      - 2.7.2.2.1 **ED Professional Fees**
        - 2.7.2.2.1.1 Effective July 1, 2011, reimbursement for professional claims for non-emergency emergency department visits must be capped at \$50. If the contracted rate is lower than \$50 for the service billed, the Contractor (MCO) is to pay the contracted rate. Each Contractor (MCO) must provide emergency department providers with the Contractor's (MCO's) policy describing the Contractor's (MCO's) process for determining emergent vs. non-emergent claims. In addition to the Contractor's (MCO's) existing process for a provider to appeal claims reimbursement, the Contractor's (MCO's) policy must offer a front-end process whereby the provider may submit documentation for review upon consideration of an initial claim.
        - 2.7.2.2.2 **ED Facility Fees**
          - 2.7.2.2.2.1 Regarding reimbursement of non-emergent claims resulting from non-emergency visits to the emergency department, the Contractor (MCO) shall reimburse the lesser

of the total covered charge or current fee schedule for the emergency department facility fee. The Contractor's (MCO's) screening process must include or address the chief complaint, brief history, vital signs and visualization of the affected site. The Contractor (MCO) must automatically pay the screening fee when the ER claim (RC 0450, 0452, or 0459) is billed for a medical non-emergency. Providers do not have to submit a separate claim with the screening RC 0451. Copay charged to non-Medicaid Members (CoverKids members) presenting to the ER for both emergency and non-emergency services will continue to apply. All screening fees must be filed on a CMS-1450 claim form with Outpatient Bill Type and RC 0451 (Screening), when filed without ER Service (0450, 0452, or 0459); CPT® code is not required and ancillary services will not be separately reimbursable. Professional services other than a screening must be disallowed. The Contractor (MCO) is responsible for determining the payment rate and shall be responsible for negotiating rates for emergency department facilities.

**2.7.2.2.3 Reimbursement of Emergency Medical Services (EMS) Providers for Transport to an Alternative Destination (TAD) or for Treatment in Place (TIP)**

2.7.2.2.3.1 All guidance for this section applies to services rendered as a result of a 9-1-1 call. EMS providers do not have to contract with TennCare's MCOs to participate in TennCare's TN-T2 program. EMS providers are required to identify and all Community Mental Health Centers, Federally Qualified Health Centers, and Urgent Care providers within the EMS provider's service area and must communicate and reach agreement with these facilities to receive the alternative destination transport prior to initiating transport to the alternative destination. Appropriate drop off locations at the Community Mental Health Centers, Federally Qualified Health Centers, and Urgent Care should be agreed upon prior to transport.

2.7.2.2.3.2 TennCare's MCOs are required to reimburse EMS providers for TIP and TAD claims for Basic Life Support (BLS) and Advanced Life Support (ALS) at the Contractor's (MCO's) rate for participating providers. Based on the information from the 911 call and the resources of the EMS provider, the EMS response may either include a BLS resource or an ALS resource.

2.7.2.2.3.3 Claims for TAD are subject to medical necessity determinations and include adjustments for mileage, geographic factors/add-ons, and multiple-patient rule, as applicable.

2.7.2.2.3.4 Claims for TIP are subject to medical necessity determinations and include adjustments for geographic factors/add-ons, and multiple-patient rule, as applicable. Mileage adjustments must not be included in TIP claims.

2.7.2.2.3.5 For effective tracking of TN-T2 utilization volume and claims payments, the Contractor (MCO) must require EMS providers to submit the following claims modifiers placed in the "destination" position (not the origin position) of the EMS provider claim:

Services Provided	Modifiers
Transport to an Alternative Destination	C: Community Mental Health Center
	F: Federally Qualified Health Center
	U: Urgent Care
Treatment in Place	W: Treatment by QHCP in-person or via telehealth

2.7.2.2.3.6 In the event that a TennCare member refuses treatment in place (whether on-scene or telehealth) or refuses transport to an alternative destination and must be transported to an emergency department, then the Contractor (MCO) must require that EMS providers apply procedural code G2022 on the EMS provider service claim.

Procedural Code	Short Description	Who Uses Them	When to Use Them	Claim Amount
G2022 – Transfer to Emergency Department	Beneficiary refuses service, mod	Ambulance supplier and providers	If a patient refuses TIP (on-scene or telehealth) or TAD services and must be transported to an ED	\$0.01

2.7.2.2.4 **Reimbursement of Qualified Health Professionals (QHPs) that are contracted with EMS Providers**

2.7.2.2.4.1 All guidance for this section applies to services rendered as a result of a 9-1-1 call. For QHPs that are contracted with EMS providers, the QHPs must be registered with TennCare as a TennCare Provider, must be contracted with TennCare’s MCOs, and must be credentialed by TennCare’s MCOs before submitting claims for Medicaid reimbursement. QHPs performing TIP either in person or via telehealth are subject to the policies and rules of TennCare and TennCare’s MCOs regarding medical necessity determination and reimbursement for telehealth services. TIP claims submitted by QHPs contracted with EMS providers shall be paid in accordance with the Contractor’s (MCO’s) contracted rate.

2.7.2.2.4.2 QHPs shall be reimbursed for in-person and telehealth services rendered after-hours (between 8PM and 8AM local time) in accordance with the Contractor’s (MCO’s) policies, as applicable, regarding rate adjustments for performing services after-hours.

2.7.3 Behavioral Health Services

2.7.3.1 General Provisions

2.7.3.1.1 The Contractor shall provide all Behavioral Health Services as described in this Section, Section 2.6.1 and Attachment I.

2.7.3.1.2 The Contractor shall provide Behavioral Health Services in accordance with this Contract, TennCare Rules and Regulations and TennCare policies, including Section



A.2.6 and Attachment I of this Contract, and TennCare Medical Necessity Rule 1200-13-16.

- 2.7.3.1.3 The Contractor shall ensure that all members receiving Behavioral Health Services from providers whose primary focus is to render Behavioral Health Services have individualized treatment plans. Providers included in this requirement are:
  - 2.7.3.1.3.1 Community mental health agencies;
  - 2.7.3.1.3.2 Intensive Community-Based Treatment Service agencies;
  - 2.7.3.1.3.3 Tennessee Health Link Providers;
  - 2.7.3.1.3.4 Psychiatric rehabilitation agencies;
  - 2.7.3.1.3.5 Psychiatric and substance use disorder residential treatment facilities; and
  - 2.7.3.1.3.6 Psychiatric and substance use disorder inpatient facilities.
- 2.7.3.1.4 Individualized treatment plans shall be completed within thirty (30) calendar days of the start date of service and updated every six (6) months, or more frequently as clinically appropriate. The treatment plans shall be developed, negotiated and agreed upon by the members and/or their support systems in face-to-face encounters and shall be used to identify the treatment needs necessary to meet the members' stated goals. The duration and intensity of treatment shall promote the recovery and resilience of members and shall be documented in the treatment plans.
- 2.7.3.2 Psychiatric Inpatient Hospital Services
  - 2.7.3.2.1 The Contractor shall ensure that all psychiatric inpatient hospitals serving children, youth, and adults separate members by age and render developmental age appropriate services.
  - 2.7.3.2.2 The Contractor shall require that all psychiatric inpatient facilities are accredited by the Joint Commission and accept voluntary and involuntary admissions.
- 2.7.3.3 24-Hour Psychiatric Residential Treatment
  - 2.7.3.3.1 The Contractor shall ensure that 24-hour psychiatric residential treatment facilities (RTFs) serving children, youth, and adults separate members by age and render developmental age appropriate services.
  - 2.7.3.3.2 The Contractor shall ensure RTFs have the capacity to render short term crisis stabilization and long-term treatment and rehabilitation.
  - 2.7.3.3.3 The Contractor shall ensure all RTFs meet local housing codes (i.e., relevant local jurisdiction housing regulations).

- 2.7.3.3.4 The Contractor shall ensure all RTFs are accredited by a State-recognized accreditation organization as required by 42 CFR 441.151.
- 2.7.3.4 Outpatient Mental Health Services
  - 2.7.3.4.1 The Contractor shall ensure that outpatient mental health providers (including providers of intensive outpatient and providers of partial hospitalization services) serving children, youth and adults separate members by age and render developmental age appropriate services.
  - 2.7.3.4.2 The Contractor shall ensure outpatient mental health providers are capable of rendering services both on and off site, as appropriate, depending on the services being rendered. On site services include, but are not limited to intensive outpatient services, partial hospitalization and many types of therapy. Off site services include but are not limited to intensive in home service for children and youth and home and community treatment for adults.
- 2.7.3.5 Inpatient, Residential & Outpatient Substance Use Disorder Services
  - 2.7.3.5.1 The Contractor shall provide substance use disorder treatment through inpatient, residential and outpatient services.
  - 2.7.3.5.2 Detoxification services may be rendered as part of inpatient, residential or outpatient services, as clinically appropriate. The Contractor shall ensure all member detoxifications are supervised by Tennessee licensed physicians with a minimum daily re-evaluations by a physician or a registered nurse.
- 2.7.3.6 Behavioral Health Intensive Community-Based Treatment Services
  - 2.7.3.6.1 The Contractor shall provide Behavioral Health Intensive Community-Based Treatment Services only through providers licensed by the State to provide mental health outpatient services.
  - 2.7.3.6.2 The Contractor shall provide Behavioral Health Intensive Community-Based Treatment services according to the standards set by TennCare and outlined in Attachment I.
  - 2.7.3.6.3 Tennessee Health Link
    - 2.7.3.6.3.1 The Contractor shall provide Tennessee Health Link services according to standards set by TennCare and outlined in Attachment I.
    - 2.7.3.6.4 The Contractor shall require Tennessee Health Link Care Coordinators to involve the member, the member's family or parent(s), or legally appointed representative, PCP, care coordinator for CHOICES members, and other agency representatives, if appropriate and authorized by the member as required, in mental health case management activities.

- 2.7.3.6.5 The Contractor shall ensure the continuing provision of Tennessee Health Link services to members under the conditions and time frames indicated below:
- 2.7.3.6.5.1 Members receiving Tennessee Health Link services at the start date of Tennessee Health Link program operations shall be maintained in Tennessee Health Link until such time as the member no longer qualifies on the basis of medical necessity or refuses treatment;
- 2.7.3.6.5.2 Members discharged from psychiatric inpatient hospitals and psychiatric residential treatment facilities shall be provided with appropriate follow-up Behavioral Health Services. If eligible, members will be referred to Tennessee Health link for services; and
- 2.7.3.6.5.3 The Contractor shall review the cases of members referred by PCPs or otherwise identified to the Contractor as potentially in need of Tennessee Health Link services and shall contact and offer such services to all members who meet medical necessity criteria.
- 2.7.3.7 Psychiatric Rehabilitation Services
- The Contractor shall provide psychiatric rehabilitation services in accordance with the requirements in Attachment I. As described in Attachment I, the covered array of services available under psychiatric rehabilitation are psychosocial rehabilitation, supported employment, peer recovery services, family support services, illness management and recovery, and supported housing. An individual may receive one or more of these services and may receive different services from different providers.
- 2.7.3.8 Behavioral Health Crisis Services
- 2.7.3.8.1 *Entry into the Behavioral Health Crisis Services System*
- 2.7.3.8.1.1 The State shall maintain a statewide toll-free telephone number for entry into the behavioral health crisis system. This line shall be for any individual in the general population for the purposes of providing immediate phone intervention by trained crisis specialists and dispatch of mobile crisis teams.
- 2.7.3.8.1.2 The Contractor shall ensure that the crisis telephone line is linked to an appropriate crisis service team staffed by qualified crisis service providers in order to provide crisis intervention services to members.
- 2.7.3.8.1.3 As required in Section 2.11.6.3, the Contractor shall contract with specified crisis service teams for both adults and children as directed by the State.
- 2.7.3.8.1.4 The Contractor shall require the crisis service teams to provide telephone and walk-in triage screening services, telephone and face-to-face crisis intervention/assessment services, and follow-up telephone or face-to-face assessments to ensure the safety of

the member until the member's treatment begins and/or the crisis is alleviated and/or stabilized.

2.7.3.8.1.5 Prior to admission to a psychiatric inpatient hospital on an involuntary basis, the Contractor shall ensure that Tennessee's statutory requirement for a crisis team consultation is completed for all members evaluated by a licensed physician or psychologist as described in TennCare policy. In addition, the Contractor shall ensure that Tennessee's statutory requirement for a face-to-face evaluation by a mandatory pre-screening agent (MPA), is conducted to assess eligibility for emergency involuntary admission to an RMHI (Regional Mental Health Institute) and determine whether all available less drastic alternatives services and supports are unsuitable.

2.7.3.8.1.6 For members ages seventeen (17) years and younger who are determined to need inpatient psychiatric hospitalization or psychiatric residential treatment by the crisis team, the crisis service team will ensure all appropriate referrals are made to in-state treatment facilities. If the crisis service team is unable to secure an accepted admission to in-state treatment facility for the member within twenty-four (24) hours of the crisis assessment, the crisis service team will contact the Contractor and request assistance with locating a treatment facility.

2.7.3.8.2 *Behavioral Health Crisis Respite and Crisis Stabilization Services*

2.7.3.8.2.1 The Contractor shall ensure access to behavioral health crisis respite and crisis stabilization services.

2.7.3.8.2.2 Behavioral health crisis respite services provide immediate shelter to members with emotional/behavioral problems who are in need of emergency respite. The Contractor shall ensure that behavioral health crisis respite services are provided in a Contractor approved community location.

2.7.3.8.2.3 The Contractor shall ensure behavioral health crisis stabilization services are rendered at sites licensed by the State. These services are more intensive than regular behavioral health crisis services in that they require more secure environments, highly trained staff, and typically have longer stays.

2.7.3.8.3 The Contractor shall monitor behavioral health crisis services and report information to TennCare upon request.

2.7.3.8.4 *Behavioral Crisis Prevention, Intervention, and Stabilization Services for Members with Intellectual or Developmental Disabilities (I/DD)*

2.7.3.8.4.1 The Contractor shall provide Behavioral Crisis Prevention, Intervention, and Stabilization Services for members with intellectual or developmental disabilities (I/DD). The Contractor shall develop and maintain a network of providers with sufficient experience and expertise in providing behavioral services to members with I/DD to assist and support the person or agency primarily responsible (whether paid or

unpaid) for supporting a member with I/DD who is experiencing a behavioral crisis that presents a threat to the member's health and safety or the health and safety of others. Behavioral Crisis Prevention, Intervention, and Stabilization Services are typically initiated on-site at the crisis location to help prevent unnecessary institutional placement or psychiatric hospitalization. Such services shall include:

- 2.7.3.8.4.1.1 Assessing the nature of a crisis to determine whether the situation can be stabilized in the current location or if a more intensive level of intervention is necessary (e.g., behavioral respite, or when appropriate, inpatient mental health treatment);
- 2.7.3.8.4.1.2 Arranging the more intensive level of intervention when necessary;
- 2.7.3.8.4.1.3 Direction to those present at the crisis or direct intervention to de-escalate behavior or protect others in the immediate area;
- 2.7.3.8.4.1.4 Identification of potential triggers, including history of traumatic stress (as applicable), and development or refinement of interventions, including trauma informed care strategies, to address behaviors or issues that precipitated the behavioral crisis; and/or
- 2.7.3.8.4.1.5 Training and technical assistance to those who support the member on trauma informed care, crisis interventions, and strategies to mitigate issues that resulted in the crisis.
- 2.7.3.8.4.2 The Contractor shall, pursuant to 2.30.8.1, report to TennCare the network of providers with experience and expertise in providing behavioral services to members with I/DD to deliver the services specified in 2.7.3.8.4.1 above.

#### 2.7.3.9 Judicial Services

- 2.7.3.9.1 The Contractor shall provide covered court ordered Behavioral Health Services to its members pursuant to court order(s). The Contractor shall furnish these services in the same manner as services furnished to other members.
- 2.7.3.9.2 The Contractor shall provide for Behavioral Health Services to its members in accordance with state law. Specific laws employed include the following:
  - 2.7.3.9.2.1 Psychiatric treatment for persons found by the court to require judicial psychiatric hospitalization (T.C.A. 33-6 part 4 and part 5). The Contractor may apply medical necessity criteria to the situation after twenty-four (24) hours of Emergency Services, unless there is a court order prohibiting release;
  - 2.7.3.9.2.2 Judicial review of discharge for persons hospitalized by a circuit, criminal or juvenile court (T.C.A. 33-6-708);
  - 2.7.3.9.2.3 Access to and provision of mandatory outpatient psychiatric treatment and services to persons who are discharged from psychiatric hospitals after being hospitalized (T.C.A. 33-6, Part 6);

- 2.7.3.9.2.4 Inpatient psychiatric examination for up to forty-eight (48) hours for persons whom the court has ordered to be detained for examination but who have been unwilling to be evaluated for hospital admission (T.C.A. 33-3-607);
- 2.7.3.9.2.5 Voluntary psychiatric hospitalization for persons when determined to be medically necessary, subject to the availability of suitable accommodations (T.C.A. 33-6, Part 2); and
- 2.7.3.9.2.6 Voluntary psychiatric hospitalization for persons with a severe impairment when determined to be medically necessary but who do not meet the criteria for emergency involuntary hospitalization, subject to the availability of suitable accommodations (T.C.A. 33-6, Part 3).

2.7.3.10 Mandatory Outpatient Treatment

- 2.7.3.10.1 The Contractor shall provide mandatory outpatient treatment for individuals found not guilty by reason of insanity following a thirty (30) to sixty (60) calendar day inpatient evaluation. Treatment can be terminated only by the court pursuant to T.C.A. 33-7-303(b).
- 2.7.3.10.2 The State will assume responsibility for all forensic services other than the mandatory outpatient treatment service identified in Section 2.7.3.10.1 (T.C.A. 33-7-301(a) 33-7-301(b), 33-7-303(a) and 33-7-303(c)).

2.7.4 Self-Direction of Health Care Tasks

The Contractor shall, in accordance with state law, and TennCare rules and regulations, permit CHOICES and 1915(c) waiver members the option to direct and supervise a paid personal aide who is providing eligible CHOICES or 1915(c) waiver HCBS in the performance of health care tasks.

2.7.5 Health Education and Outreach

- 2.7.5.1 The Contractor shall develop programs and participate in activities to enhance the general health and well-being of members. Health education and outreach programs and activities shall include TennCare Kids outreach activities (See Section 2.7.7.2) and may also include the following:
  - 2.7.5.1.1 General physical, behavioral health and long-term care education classes;
  - 2.7.5.1.2 Mental illness awareness programs and education campaigns with special emphasis on events such as National Mental Health Month and National Depression Screening Day;
  - 2.7.5.1.3 Smoking cessation programs with targeted outreach for adolescents and pregnant women;
  - 2.7.5.1.4 Nutrition counseling;

- 2.7.5.1.5 Early intervention and risk reduction strategies to avoid complications of disability and chronic illness;
- 2.7.5.1.6 Prevention and treatment of substance misuse;
- 2.7.5.1.7 Self-care training, including self-examination;
- 2.7.5.1.8 Need for clear understanding of how to take medications and the importance of coordinating all medications;
- 2.7.5.1.9 Understanding the difference between emergent, urgent and routine health conditions;
- 2.7.5.1.10 Education for members on the significance of their role in their overall health and welfare and available resources;
- 2.7.5.1.11 Education for caregivers on the significance of their role in the overall health and welfare of the member and available resources;
- 2.7.5.1.12 Education, at least annually, for members and caregivers about identification and reporting of suspected abuse and neglect;
- 2.7.5.1.13 Telephone calls, mailings and home visits to current members for the sole purpose of educating current members about services offered by or available through the Contractor's MCO; and
- 2.7.5.1.14 General activities that benefit the entire community (e.g., health fairs and school activity sponsorships).
- 2.7.5.2 The Contractor shall submit a TennCare Kids Annual Community Outreach Plan no later than August 15 of each year for review and approval by TennCare. The Plan will be effective for the Federal Fiscal Year, which is October 1-September 30.
- 2.7.5.2.1 The Annual Outreach Plan shall be written in accordance with guidance prepared by TennCare. It shall include, but is not limited to: EPSDT screening goals, plans for outreach in counties/regions and/or subpopulations as directed in the Annual EPSDT Strategy Meeting, and plans for collaborations among partners and stakeholders. A TennCare Kids Year-End Update of the Plan shall be due no later than sixty (60) days following the end of a Federal Fiscal Year in a format approved by TennCare. This Year-End Update must include an appraisal of the objectives in the Plan and an assessment of outreach conducted in the previous Federal Fiscal Year in a format approved by TennCare.
- 2.7.5.2.1.1 Each plan must include:
  - 2.7.5.2.1.1.1 Methodology for developing the plan to include data assessments conducted, policy and procedure reviews, and any research that may have been conducted.

- 2.7.5.2.1.1.2 Outreach efforts must include both written and oral communications and must address both rural and urban areas of the state and efforts to reach minorities and other underserved populations.
- 2.7.5.2.1.1.3 Outreach efforts to teens.
- 2.7.5.2.1.1.4 Provider outreach and education.
- 2.7.5.2.1.2 Each plan must be resubmitted quarterly with updates on progress included.
- 2.7.5.2.2 The Contractor shall submit a monthly report that includes the number of EPSDT screening claims processed for service dates beginning with the current federal fiscal year (October 1) through the last day of the current month. This report shall be due by the 20th day after the end of the reporting month.
- 2.7.6 Preventive Services
  - 2.7.6.1 The Contractor shall provide preventive services which include, but are not limited to, initial and periodic evaluations, family planning services, prenatal care, laboratory services and immunizations in accordance with TennCare rules and regulations. These services shall be exempt from TennCare cost sharing responsibilities described in Section 2.6.6 of this Contract (see TennCare rules and regulations for service codes).
  - 2.7.6.2 Prenatal Care
    - 2.7.6.2.1 The Contractor shall provide or arrange for the provision of medically necessary prenatal care to members beginning on the date of their enrollment in the Contractor's MCO. This requirement includes pregnant women who are presumptively eligible for TennCare, enrollees who become pregnant, as well as enrollees who are pregnant on the effective date of enrollment in the Contractor's MCO. The requirement to provide or arrange for the provision of medically necessary prenatal care shall include assistance in making a timely appointment for a woman who is presumptively eligible and shall be provided as soon as the Contractor becomes aware of the enrollment. For a woman in her second or third trimester, the appointment shall occur as required in Section 2.11.5.2. In the event a member enrolling in the Contractor's MCO is receiving medically necessary prenatal care services the day before enrollment, the Contractor shall comply with the requirements in Sections 2.9.2.2 and 2.9.2.3 regarding prior authorization of prenatal care.
    - 2.7.6.2.2 Failure of the Contractor to respond to a member's request for prenatal care by failing to identify a prenatal care provider to honor a request from a member, including a presumptively eligible member, (or from a PCP or patient advocate acting on behalf of a member) for a prenatal care appointment shall be considered a material breach of this Contract.
    - 2.7.6.2.3 The Contractor shall notify all contract providers that any unreasonable delay in providing care to a pregnant member seeking prenatal care shall be considered a



material breach of the provider’s agreement with the Contractor. Unreasonable delay in care for pregnant members shall mean failure of the prenatal care provider to meet the accessibility requirements required in Section 2.11.5 of this Contract.

2.7.7 TennCare Kids

2.7.7.1 General Provisions

2.7.7.1.1 The Contractor shall provide TennCare Kids services to members under age twenty-one (21) in accordance with TennCare and federal requirements including TennCare rules and regulations, TennCare policies and procedures, 42 USC 1396a(a)(43), 1396d(a) and (r), 42 CFR Part 441, Subpart B, the Omnibus Budget Reconciliation Act of 1989, and the State Medicaid Manual. TennCare Kids services means early and periodic screening, diagnosis and treatment of members under age twenty-one (21) to ascertain children’s individual (or individualized/or on an individual basis) physical and mental defects, and providing treatment to correct or ameliorate, or prevent from worsening defects and physical and mental illnesses and conditions discovered by the screening services, regardless of whether the required service is a covered benefit as described in Section 2.6.1.

2.7.7.1.2 The Contractor shall use the name “TennCare Kids” in describing or naming the State’s EPSDT program or services. This requirement is applicable for all policies, procedures and other material, regardless of the format or media. No other names or labels shall be used.

2.7.7.1.3 The Contractor shall have written policies and procedures for the TennCare Kids program that include coordinating services with child-serving agencies and providers, providing all medically necessary TennCare Kids services to all eligible members under the age of twenty-one (21) regardless of whether the service is included in the Medicaid State Plan, and conducting outreach and education. The Contractor shall ensure the availability and accessibility of required health care resources and shall help members and their parents or legally appointed representatives use these resources effectively.

2.7.7.1.4 The Contractor shall be responsible for and comply with all provisions related to screening, vision, dental, and hearing services (including making arrangements for necessary follow-up if all components of a screen cannot be completed in a single visit).

2.7.7.1.5 The Contractor shall:

2.7.7.1.5.1 Require that providers provide TennCare Kids services;

2.7.7.1.5.2 Require that providers make appropriate referrals and document said referrals in the member’s medical record;

- 2.7.7.1.5.3 Educate contract providers about proper coding including, but not limited to: encourage providers to submit the appropriate diagnosis codes identified by TennCare in conjunction with evaluation and management procedure codes for TennCare Kids services, submitting claims with appropriate codes and modifiers as described in standardized billing requirements (e.g., CPT, HCPCS, etc.), submitting appropriate coding and billing procedures for developmental screenings, and require providers adjust billing methodology according to described components of said procedure codes/modifiers. The Contractor must offer this education twice per calendar year either via webinar or classroom setting, or in partnership with the Tennessee Chapter of the American Academy of Pediatrics. The two educational events per year will not include the Tennessee Chapter of the American Academy of Pediatrics Annual Coding trainings. The Contractor shall make an effort to record the Coding events for providers to view at a later date as needed. The Contractor shall provide documentation of the trainings in the TennCare Kids Quarterly Report; and
- 2.7.7.1.5.4 Monitor provider compliance with required TennCare Kids activities including compliance with proper coding.
- 2.7.7.1.6 The Contractor shall require that its contract providers notify the Contractor in the event a screening reveals the need for other health care services and the provider is unable to make an appropriate referral for those services. Upon notification of the inability to make an appropriate referral, the Contractor shall secure an appropriate referral and contact the member to offer scheduling assistance and transportation for members lacking access to transportation. In the event the failed referral is for dental services, the Contractor shall coordinate with the DBM to arrange for services.
- 2.7.7.1.7 The Contractor shall not require prior authorization for periodic and interperiodic screens conducted by PCPs. The Contractor shall provide all medically necessary covered services regardless of whether the need for such services was identified by a provider who had received prior authorization from the Contractor or from a contract provider.
- 2.7.7.1.8 The Contractor shall have a tracking system to monitor each TennCare Kids eligible member's receipt of the required screening, diagnosis, and treatment services. The tracking system shall have the ability to generate immediate reports on each member's TennCare Kids status, reflecting all encounters reported more than sixty (60) days prior to the date of the report.
- 2.7.7.1.9 In the event that a member under sixteen (16) years of age is seeking behavioral health TennCare Kids services and the member's parent(s), or legally appointed representative is unable to accompany the member to the examination, the Contractor shall require that its providers either contact the member's parent(s), or legally appointed representative to discuss the findings and inform the family of any other necessary health care, diagnostic services, treatment or other measures recommended

for the member or notify the MCO to contact the parent(s), or legally appointed representative with the results.

2.7.7.1.10 The Contractor's TennCare Kids and Quality staff shall participate in a collaborative workgroup, consisting of the MCOs, the Tennessee Department of Health, and TennCare. This workgroup will address, but is not limited to, innovative ways to improve EPSDT screening rates.

#### 2.7.7.2 Member Education and Outreach

2.7.7.2.1 The Contractor shall be responsible for outreach activities and for informing members who are under the age of twenty-one (21), or their parent or legally appointed representative, of the availability of TennCare Kids services. All TennCare Kids member materials shall be submitted to TennCare for written approval prior to distribution in accordance with Section 2.17.1 and shall be made available in accordance with the requirements specified in Section 2.17.2.

2.7.7.2.2 The Contractor shall have a minimum of six (6) "outreach contacts" per member per calendar year in which it provides information about TennCare Kids to members. The minimum "outreach contacts" include: one (1) member handbook as described in Section 2.17.4, four (4) quarterly member newsletters as described in Section 2.17.5, and one (1) reminder notice issued before a screening is due. The reminder notice shall include an offer of transportation and scheduling assistance.

2.7.7.2.2.1 If the Contractor's TennCare Kids screening rate is below ninety percent (90%), as determined in the most recent CMS 416 report, the Contractor shall conduct New Member Calls or Digital Outreach (for example, but not limited to, text messages) for all new members under the age of twenty-one (21) to inform them of TennCare Kids services including assistance with appointment scheduling and transportation to appointments.

2.7.7.2.2.2 The Contractor shall have the ability to conduct TennCare Kids outreach in formats appropriate to members who need language and communication assistance services. The Contractor shall provide language and communication assistance services to individuals with hearing, speech, vision, or cognitive impairments, low literacy levels or have Limited English Proficiency. At least one of the 6 outreach attempts identified above shall advise members regarding how to request and/or access such assistance and/or information. The Contractor shall collaborate with agencies that have established procedures for working with special populations in order to develop effective outreach materials.

2.7.7.2.3 The Contractor shall have a mechanism for systematically notifying families when TennCare Kids screens are due.

2.7.7.2.4 As part of its TennCare Kids policies and procedures, the Contractor shall have a written process for following up with members who do not get their screenings timely.

This process for follow up shall include provisions for documenting all outreach attempts and maintaining records of efforts made to reach out to members who have missed screening appointments or who have failed to receive regular check-ups. The Contractor shall make at least two (2) efforts per year in excess of the six (6) “outreach contacts” to get the member in for a screening. The efforts shall be in different formats.

2.7.7.2.5 The Contractor shall have a process for determining if a member who is eligible for TennCare Kids has used no services within a year. Two (2) reasonable attempts to re-notify such members about TennCare Kids must be made and shall be in different formats.

2.7.7.2.6 The Contractor shall make available to members and families accurate lists of names and phone numbers of contract providers who are currently accepting TennCare members as described in Section 2.17.8 of this Contract.

2.7.7.2.7 The Contractor shall target specific informing activities to pregnant women and families with newborns. Provided that the Contractor is aware of the pregnancy, the Contractor shall inform all pregnant women prior to the estimated delivery date about the availability of TennCare Kids services for their children. The Contractor shall offer TennCare Kids services for the child when it is born.

2.7.7.2.8 The Contractor shall provide member education, outreach, and screening events in community settings. Screening events shall be conducted in each of the Grand Regions, covered by this Contract in accordance with the following specifications (See Section 2.7.5.2):

2.7.7.2.8.1 Beginning in Federal Fiscal Year 2020, screening events and/or campaigns shall be implemented statewide, with focus on those areas identified with low EPSDT screening rates, following guidance from the previous FFY data and the EPSDT Strategy Meeting.

2.7.7.2.8.1.1 Results of the Contractor’s or State’s CMS 416 report, as well as county demographics, shall be utilized in determining counties for targeted activities and in developing strategies for TennCare enrollees who are at risk of DCS custody or have special healthcare needs.

2.7.7.3 Screening

2.7.7.3.1 The Contractor shall provide coverage of periodic comprehensive well-child visits assessments meaning, “regularly scheduled examinations and evaluations of the general physical and mental health, growth, development, and nutritional status of infants, children, and youth.”

2.7.7.3.2 At a minimum, these screens shall include periodic and interperiodic screens and be provided at intervals which meet reasonable standards of medical, behavioral and dental practice, as determined by the State after consultation with recognized medical

and dental organizations involved in child health care. The State has determined that “reasonable standards of medical and dental practice” are those standards set forth in the American Academy of Pediatrics Recommendations for Preventive Pediatric Health Care for medical practice and American Academy of Pediatric Dentistry (AAPD) guidelines for dental practice. Tools used for screening shall be consistent with the screening guidelines recommended by the State which are available on the TennCare web site. These include but are not limited to recommended screening guidelines for developmental/behavioral surveillance and screening, hearing screenings, and vision screenings.

- 2.7.7.3.3 The screens shall include, but not be limited to:
  - 2.7.7.3.3.1 Comprehensive health and developmental history (including assessment of physical and mental health development, substance misuse, and dietary practices);
  - 2.7.7.3.3.2 Comprehensive unclothed physical examination, including measurements (the child’s growth shall be compared against that considered normal for the child’s age and gender);
  - 2.7.7.3.3.3 Appropriate immunizations scheduled according to the most current Advisory Committee on Immunization Practices (ACIP) schedule according to age and health history;
  - 2.7.7.3.3.4 Appropriate vision and hearing testing provided at intervals which meet reasonable standards of medical practice and at other intervals as medically necessary to determine the existence of suspected illness or condition;
  - 2.7.7.3.3.5 Appropriate laboratory tests (including lead toxicity screening appropriate for age and risk factors). All children are considered at risk and shall be screened for lead poisoning. All children shall receive a screening blood lead test at twelve (12) and twenty-four (24) months of age. Children between the ages of twenty-four (24) months and seventy-two (72) months of age shall receive a screening blood lead test if they have not been previously screened for lead poisoning. A blood lead test shall be used when screening Medicaid-eligible children. A blood lead test equal to or greater than five (5) ug/dL obtained by capillary specimen (finger stick) shall be confirmed by using a venous blood sample; and
  - 2.7.7.3.3.6 Health education which includes anticipatory guidance based on the findings of all screening. Health education should include counseling to both members and members’ parents or to the legally appointed representative to assist in understanding what to expect in terms of the child’s development and to provide information about the benefits of healthy lifestyles and practices as well as accident and disease prevention.
- 2.7.7.3.4 The Contractor shall encourage providers to refer children to dentists for periodic dental screens beginning no later than three (3) years of age and earlier as needed (as

early as six (6) to twelve (12) months in accordance with the American Academy of Pediatric Dentistry (AAPD) guidelines) and as otherwise appropriate.

2.7.7.3.5 The Contractor shall establish a procedure for PCPs or other providers completing TennCare Kids screenings to refer TennCare Kids eligible members requiring Behavioral Health Services to appropriate providers.

#### 2.7.7.4 Services

2.7.7.4.1 Should screenings indicate a need, the Contractor shall provide all necessary health care, diagnostic services, treatment, and other measures described in 42 USC 1396d(a) (Section 1905(a) of the Social Security Act) to correct or ameliorate or prevent from worsening defects and physical and mental illnesses and conditions discovered by the screening services, whether or not such services are covered under the Medicaid State plan (see Section 2.7.7.4.8). This includes, but is not limited to, the services detailed below.

2.7.7.4.2 The Contractor shall provide treatment for defects in vision and hearing, including eyeglasses and hearing aids.

2.7.7.4.3 The Contractor shall coordinate with the DBM to ensure that TennCare Kids eligible members receive dental care services furnished by direct referral to a dentist, at as early an age as necessary, and at intervals which meet reasonable standards of dental practice as determined by the State and at other intervals as medically necessary to determine the existence of a suspected illness or condition.

2.7.7.4.4 The Contractor shall not require prior authorization or written PCP referral in order for a member to obtain a mental health or substance use disorder assessment, whether the assessment is requested as follow-up to a TennCare Kids screening or an interperiodic screening. This requirement shall not preclude the Contractor from requiring notification for a referral for an assessment. Furthermore, the Contractor shall establish a procedure for PCPs, or other providers, completing TennCare Kids screenings, to refer members under the age of twenty-one (21) for a mental health or substance misuse assessment.

2.7.7.4.5 For services not covered by Section 1905(a) of the Social Security Act but found to be needed as a result of conditions disclosed during screening and diagnosis, the Contractor shall provide referral assistance as required by 42 CFR 441.61, including referral to providers and State health agencies.

#### 2.7.7.4.6 *Transportation Services*

2.7.7.4.6.1 The Contractor shall provide transportation assistance for a child and for the child's escort or accompanying adult, including related travel expenses, cost of meals, and lodging en route to and from TennCare covered services. The requirement to provide the cost of meals shall not be interpreted to mean that a member (or the child's escort

or accompanying adult) can request meals while in transport to and from care. Reimbursement for meals and lodging shall only be provided when transportation for a TennCare covered service cannot be completed in one (1) day and would require an overnight stay.

2.7.7.4.6.2 The Contractor shall offer transportation and scheduling assistance to all members under age twenty-one (21) who do not have access to transportation in order to access covered services. This may be accomplished through various means of communication to members, including but not limited to, member handbooks, TennCare Kids outreach notifications, etc.

2.7.7.4.7 *Services for Elevated Blood Lead Levels*

2.7.7.4.7.1 The Contractor shall provide follow up for elevated blood lead levels. Determining elevated blood levels requiring follow-up shall be in accordance with current CDC guidelines. Elevated blood lead follow up guidelines include follow up blood tests and investigations to determine the source of lead, when indicated.

2.7.7.4.7.2 The Contractor shall provide for any follow up service within the scope of the federal Medicaid statute, including diagnostic or treatment services determined to be medically necessary when elevated blood lead levels are identified in children. Such services would include Population Health Care Coordination or Complex Case management services and a one (1) time investigation to determine the source of lead.

2.7.7.4.7.3 The Contractor is responsible for the primary environmental lead investigation—commonly called a “lead inspection”—for children when elevated blood levels suggest a need for such an investigation.

2.7.7.4.7.4 If the lead inspection does not reveal the presence of lead paint in the home, there may be a need for other testing, such as risk assessments involving water and soil sampling or inspections of sites other than the primary residence if the child spends a substantial amount of time in another location. The Contractor is not responsible for either the risk assessments or the lead inspection at the secondary site.

2.7.7.4.7.5 Contractor reimbursement for the primary environmental investigations is limited to the items specified in Part 5 of the State Medicaid Manual. These items include the health professional’s time and activities during the on-site investigation of the child’s primary residence. They do not include testing of environmental substances such as water, paint, or soil.

2.7.7.4.8 *Services Chart*

Pursuant to federal and state requirements, TennCare enrollees under the age of 21 are eligible for all services listed in Section 1905(a) of the Social Security Act. These services, and the entity responsible for providing them to TennCare enrollees under the age of 21, are listed below. Notwithstanding any other provision of this Contract, the

Contractor shall provide all services for which “MCO” is identified as the responsible entity to members under the age of 21. All services, other than TennCare Kids screens and interperiodic screens, must be medically necessary in order to be covered by the Contractor. The Contractor shall provide all medically necessary TennCare Kids covered services regardless of whether or not the need for such services was identified by a provider whose services had received prior authorization from the Contractor or by a contract provider.

Services Listed in Social Security Act Section 1905(a)	Responsible Entity in Tennessee	Comments
(1) Inpatient hospital services (other than services in an institution for mental diseases)	MCO	
(2)(A) Outpatient hospital services	MCO	
(2)(B) Rural health clinic services (RHCs)	MCO	MCOs are not required to contract with RHCs if the services are available through other contract providers.
(2)(C) Federally-qualified health center services (FQHCs)	MCO	MCOs are not required to contract with FQHCs if they can demonstrate adequate provider capacity without them.
(3) Other laboratory and X-ray services	MCO	
(4)(A) Nursing facility services for individuals age 21 and older		Not applicable for TennCare Kids
(4)(B) EPSDT services	MCO for physical health and Behavioral Health Services; DBM for dental services except as described in Section 2.6.1.3; PBM for pharmacy services as described except as in Section 2.6.1.3	
(4)(C) Family planning services and supplies	MCO; PBM for pharmacy services except as described in Section 2.6.1.3	
(5)(A) Physicians’ services furnished by a physician,	MCO	



Services Listed in Social Security Act Section 1905(a)	Responsible Entity in Tennessee	Comments
whether furnished in the office, the patient's home, a hospital, or a nursing facility		
(5)(B) Medical and surgical services furnished by a dentist	DBM except as described in Section 2.6.1.3	
(6) Medical care, or any other type of remedial care recognized under state law, furnished by licensed practitioners within the scope of their practice as defined by state law	MCO	See Item (13)
(7) Home health care services	MCO	
(8) Private duty nursing services	MCO	
(9) Clinic services	MCO	
(10) Dental services	DBM except as described in Section 2.6.1.3	
(11) Physical therapy and related services	MCO	
(12) Prescribed drugs, dentures, and prosthetic devices, and eyeglasses	MCO; PBM for pharmacy services except as described in Section 2.6.1.3; DBM for dentures	
(13) Other diagnostic, screening, preventive, and rehabilitative services, including any medical or remedial services recommended by a physician or other licensed practitioner of the	MCO for physical health and Behavioral Health Services; DBM for dental services except as described in Section 2.6.1.3; PBM for pharmacy services except as described in Section 2.6.1.3	The following are considered practitioners of the healing arts in Tennessee law: <sup>2</sup> <ul style="list-style-type: none"> <li>• Alcohol and drug abuse counselor</li> <li>• Athletic trainer</li> <li>• Audiologist</li> <li>• Certified acupuncturist</li> </ul>

<sup>2</sup> This list was provided by the Tennessee Department of Health.

Services Listed in Social Security Act Section 1905(a)	Responsible Entity in Tennessee	Comments
<p>healing arts within the scope of their practice under state law, for the maximum reduction of physical or mental disability and restoration of an individual to the best possible functional level</p>		<ul style="list-style-type: none"> <li>• Licensed master social worker</li> <li>• Certified nurse practitioner</li> <li>• Certified professional counselor</li> <li>• Certified psychological assistant</li> <li>• Chiropractic physician</li> <li>• Chiropractic therapy assistant</li> <li>• Clinical pastoral therapist</li> <li>• Dentist</li> <li>• Dental assistant</li> <li>• Dental hygienist</li> <li>• Dietitian/nutritionist</li> <li>• Dispensing optician</li> <li>• Electrologist</li> <li>• Emergency medical personnel</li> <li>• First responder</li> <li>• Hearing instrument specialist</li> <li>• Laboratory personnel</li> <li>• Licensed clinical perfusionist</li> <li>• Licensed clinical social worker</li> <li>• Licensed practical nurse</li> <li>• Licensed professional counselor</li> <li>• Marital and family therapist, certified</li> <li>• Marital and family therapist, licensed</li> <li>• Massage therapist</li> <li>• Medical doctor</li> <li>• Medical doctor (special training)</li> <li>• Midwives and nurse midwives</li> <li>• Nurse aide</li> </ul>

Services Listed in Social Security Act Section 1905(a)	Responsible Entity in Tennessee	Comments
		<ul style="list-style-type: none"> <li>• Occupational therapist</li> <li>• Occupational therapy assistant</li> <li>• Optometrist</li> <li>• Osteopathic physician</li> <li>• Pharmacist</li> <li>• Physical therapist</li> <li>• Physical therapist assistant</li> <li>• Physician assistant</li> <li>• Podiatrist</li> <li>• Psychological examiner</li> <li>• Psychologist</li> <li>• Registered nurse</li> <li>• Registered certified reflexologist</li> <li>• Respiratory care assistant</li> <li>• Respiratory care technician</li> <li>• Respiratory care therapist</li> <li>• Senior psychological examiner</li> <li>• Speech pathologist</li> <li>• Speech pathology aide</li> <li>• X-ray op in chiropractic physician's office</li> <li>• X-ray op in MD office</li> <li>• X-ray op in osteopathic office</li> <li>• X-ray op in podiatrist's office</li> </ul>
(14) Inpatient hospital services and nursing facility services for individuals 65 years of age or over in an institution for mental diseases		Not applicable for TennCare Kids

Services Listed in Social Security Act Section 1905(a)	Responsible Entity in Tennessee	Comments
(15) Services in an intermediate care facility for the individual with an intellectual disability	TennCare	
(16) Inpatient psychiatric services for individuals under age 21	MCO	
(17) Services furnished by a nurse-midwife	MCO	The MCOs are not required to contract with nurse-midwives if the services are available through other contract providers.
(18) Hospice care	MCO	
(19) Case management services	MCO	
(20) Respiratory care services	MCO	
(21) Services furnished by a certified pediatric nurse practitioner or certified family nurse practitioner	MCO	The MCOs are not required to contract with PNs or CFNPs if the services are available through other contract providers.
(22) Home and community care for functionally disabled elderly individuals		Not applicable for TennCare Kids
(23) Community supported living arrangements services		Not applicable for TennCare Kids
(24) Personal care services	MCO	
(25) Primary care case management services		Not applicable
(26) Services furnished under a PACE program		Not applicable for TennCare Kids
(27) Any other medical care, and any other type of remedial care recognized under state law.	MCO for physical and Behavioral Health Services; DBM for dental services except as described in Section 2.6.1.3;	See Item (13)

Services Listed in Social Security Act Section 1905(a)	Responsible Entity in Tennessee	Comments
	PBM for pharmacy services except as described in Section 2.6.1.3	

2.7.7.4.8.1 **Note 1:** “Targeted case management services,” which are listed under Section 1915(g)(1), are **not TennCare Kids services** except to the extent that the definition in Section 1915(g)(2) is used with Item (19) above.

2.7.7.4.8.2 **Note 2:** “Psychiatric residential treatment facility” is not listed in Social Security Act Section 1905(a). It is, however, defined in 42 CFR 483.352 as “a facility other than a hospital, that provides psychiatric services, as described in subpart D of part 441 of this chapter, to individuals under age twenty-one (21), in an inpatient setting.”

2.7.7.4.8.3 **Note 3:** “Rehabilitative” services are differentiated from “habilitative” services in federal law. “Rehabilitative” services, which are TennCare Kids services, are defined in 42 CFR 440.130(d) as services designed “for maximum reduction of physical or mental disability and restoration of a recipient to their best possible functional level.” “Habilitative” services, which are **not TennCare Kids services**, are defined in Section 1915(c)(5) as services designed “to assist individuals in acquiring, retaining, and improving the self-help, socialization, and adaptive skills necessary to reside successfully in home and community-based settings.”

2.7.7.4.8.4 **Note 4:** Certain services are covered under a Home and Community-Based Services Program (i.e., ECF CHOICES or a 1915(c) Waiver) but are **not TennCare Kids services** because they are not listed in the Social Security Act Section 1905(a). These services include, but are not limited to, habilitation, prevocational, supported employment services, homemaker services and respite services. (See Section 1915(c)(4).)

2.7.7.4.8.5 **Note 5:** Certain services are not coverable even under a Home and Community-Based Services Program and are **not TennCare Kids services**. These services include, but are not limited to, room and board, and special education and related services which are otherwise available through a Local Education Agency. (See Section 1915(c)(5).)

2.7.8 Advance Directives

2.7.8.1 The Contractor shall maintain written policies and procedures for advance directives that comply with all federal and state requirements concerning advance directives, including but not limited to 42 CFR 422.128, 438.3 and 489 Subpart I; T.C.A. 32-11-101 *et seq.*, 34-6-201 *et seq.*, and 68-11-201 through 68-11-224; and any requirements as stipulated by the member. Any written information provided by the Contractor shall reflect changes in state

law by the effective date specified in the law, if not specified then within thirty (30) calendar days after the effective date of the change.

- 2.7.8.2 The Contractor shall provide its policies and procedures to all members eighteen (18) years of age and older and shall educate members about their ability to direct their care using this mechanism and shall specifically designate which staff members and/or contract providers are responsible for providing this education.
- 2.7.8.3 The Contractor shall educate its staff about its policies and procedures on advance directives, situations in which advance directives may be of benefit to members, and their responsibility to educate members about this tool and assist them to make use of it.
- 2.7.8.4 The Contractor, for Behavioral Health Services, shall provide its policies and procedures to all members sixteen (16) years of age and older and shall educate members about their ability to direct their care using advance directives including the use of Declarations for Mental Health Treatment under T.C.A. Title 33, Chapter 6, Part 10. The Contractor shall specifically designate staff members and/or providers responsible for providing this education.
- 2.7.8.5 For CHOICES members, the care coordinator shall educate members about their ability to use advance directives during the face-to-face intake visit for current members or the face-to-face visit with new members, as applicable.
- 2.7.8.6 For all education activities required in this section pertaining to advance directives, the Contractor shall use materials provided by TennCare.
- 2.7.9 Sterilizations, Hysterectomies and Abortions
  - 2.7.9.1 The Contractor shall cover abortions, sterilizations, and hysterectomies (ASH) pursuant to applicable federal and state law. The Contractor shall ensure that when coverage requires the completion of a specific form, the form is properly completed as described in the instructions with the original form maintained in the member's medical records and a copy submitted to the Contractor for retention in the event of audit. In the event of a TennCare audit the Contractor shall provide additional supporting documentation to ascertain compliance with federal and state regulations. Such documentation may include admission history and physical, pre and post procedure notes, discharge summary, court records or orders, or other documentation utilized to authorize ASH procedures, specific to the type of procedure performed.
  - 2.7.9.2 The Contractor shall ensure that a "CERTIFICATION OF MEDICAL NECESSITY FOR ABORTION" form, which is available on TennCare's web site, is completed. The form shall be available in English and Spanish, and assistance shall be provided in completing the form when an alternative form of communication is necessary.
  - 2.7.9.3 Sterilizations

Sterilization shall mean any medical procedure, treatment or operation done for the purpose of rendering an individual permanently incapable of reproducing. The Contractor shall cover sterilizations only if the following requirements are met:

- 2.7.9.3.1 At least thirty (30) calendar days, but not more than one hundred eighty (180) calendar days, have passed between the date of informed consent and the date of the sterilization, except in the case of premature delivery or emergency abdominal surgery. A member may consent to be sterilized at the time of a premature delivery or emergency abdominal surgery if at least seventy-two (72) hours have passed since the member gave informed consent for the sterilization. In the case of premature delivery, the informed consent must have been given at least thirty (30) calendar days before the expected date of delivery;
- 2.7.9.3.2 The member is at least twenty-one (21) years of age at the time consent is obtained;
- 2.7.9.3.3 The member is mentally competent;
- 2.7.9.3.4 The member is not institutionalized (i.e., not involuntarily confined or detained under a civil or criminal status in a correctional or rehabilitative facility or confined in a mental hospital or other facility for the care and treatment of mental illness, whether voluntarily or involuntarily committed); and
- 2.7.9.3.5 The member has voluntarily given informed consent on the approved "STERILIZATION CONSENT FORM" which is available on TennCare's web site. The form shall be available in English and Spanish, and the Contractor shall provide assistance in completing the form when an alternative form of communication is necessary.
- 2.7.9.4 Hysterectomies
  - 2.7.9.4.1 Hysterectomy shall mean a medical procedure or operation for the purpose of removing the uterus. The Contractor shall cover hysterectomies only if the following requirements are met:
    - 2.7.9.4.1.1 The hysterectomy is medically necessary;
    - 2.7.9.4.1.2 The member or her authorized representative, if any, has been informed orally and in writing that the hysterectomy will render the member permanently incapable of reproducing; and
    - 2.7.9.4.1.3 The member or her authorized representative, if any, has signed and dated an "ACKNOWLEDGMENT OF HYSTERECTOMY INFORMATION" form which is available on the Division of TennCare's web site, prior to the hysterectomy. Informed consent shall be obtained regardless of diagnosis or age in accordance with federal requirements. The form shall be available in English and Spanish, and assistance shall be provided in completing the form when an alternative form of communication is

necessary. Refer to “ACKNOWLEDGMENT OF HYSTERECTOMY INFORMATION” form and instructions for additional guidance and exceptions.

- 2.7.9.4.2 The Contractor shall not cover hysterectomies under the following circumstances:
  - 2.7.9.4.2.1 If it is performed solely for the purpose of rendering an individual permanently incapable of reproducing; or
  - 2.7.9.4.2.2 If there is more than one purpose for performing the hysterectomy, but the primary purpose is to render the individual permanently incapable of reproducing.
- 2.7.10 Health Starts Initiative- Social Risk Factors
  - 2.7.10.1 General Provisions
    - 2.7.10.1.1 The Contractor shall prepare to screen for and evaluate all enrollees’ social risk factors, including whether the enrollee would benefit from receiving social services from community-based organizations to address health-related social needs, through the use of a TennCare selected or approved social risk factor screening tool as set forth in this contract and in accordance with this Contract. Preparation activities may include but are not limited to, readministering training to internal staff and providers and sharing screening and referral best practices with internal staff and providers. Such services may include but not be limited to housing support, utility assistance, food assistance, employment assistance. Screening is to be performed, at minimum, once every calendar year and can be performed by any clinical personnel or the Contractor’s staff including, but not limited to, care coordinators and community health workers.
    - 2.7.10.1.2 The Contractor must prepare to collect, maintain, and share TennCare social risk factors screening tool, referral, and enrollee outcome data with TennCare, as set forth in this Contract and in accordance with this Contract, and TennCare data sharing and use agreement requirements.
    - 2.7.10.1.3 If TennCare contracts with a vendor for a closed-loop electronic resource referral platform the Contractor shall:
      - 2.7.10.1.3.1 Integrate the platform into on-going TennCare Health Starts program operations, including but not limited to care coordination, case management, and provider incentive programs, as set forth in this Contract within a time frame determined by TennCare.
      - 2.7.10.1.3.2 Be prepared to integrate and utilize the TennCare selected tool for all purposes as outlined in the section above within a time frame determined by TennCare.
      - 2.7.10.1.3.3 Assign appropriate parties to work with the selected contractor to aid in the implementation of the closed-loop electronic resource referral platform.



- 2.7.10.1.3.4 Support, upon implementation of the closed-loop electronic resource referral platform and at TennCare’s direction, the onboarding and implementation of community-based organizations into the referral platform.
- 2.7.10.1.3.5 Implement TennCare approved provider-trainings at a cadence determined by TennCare.
- 2.7.10.1.4 If TennCare does not contract with a vendor for a closed-loop electronic resource referral platform, then the Contractor shall:
  - 2.7.10.1.4.1 Have mechanism(s) or platform(s) that enables non-clinical risk identification and facilitates Members’ connection to social services. The Contractor shall be responsible for, at minimum, the following tasks through the use of one or multiple tools:
    - 2.7.10.1.4.1.1 Assessing Member social needs using a standardized social needs screening tool approved by TennCare. Assessments must be accessible to case management staff, provider staff, and Members;
    - 2.7.10.1.4.1.2 Incorporating social needs data into Member risk stratification and case management system;
    - 2.7.10.1.4.1.3 Providing actionable intelligence on individual and population data to support data driven approaches to Population Health efforts which incorporate social needs;
    - 2.7.10.1.4.1.4 Aggregating social service referral options and digital referral services for providers and case management staff to access. This database of referral options must be regularly updated (at least twice per year) and support data collection to evaluate the quality of services provided;
    - 2.7.10.1.4.1.5 Collecting data on the status of the social needs referral (i.e., “closing the loop”.) Provider staff and Contractor staff should be able to access this status;
    - 2.7.10.1.4.1.6 Ensuring that providers, community-based organizations, and social services have access to the screening, referral, and status tracking system/platform and have the option to provide bi-directional communicate through the platform if appropriate.
    - 2.7.10.1.4.1.7 Measuring Member health outcomes specifically correlated to screening and meeting social needs which includes integrating other data sources, like medical and pharmacy claims, as needed.
- 2.7.10.1.5 A system which supports referrals shall be accessible to providers and community-based organizations within a time frame determined by TennCare.
- 2.7.10.1.6 Contractor shall provide enhanced care coordination and complex case management to Members with an identified unmet social need through the standardized screening tool, in accordance with this Contract. The social risk factors data that the Contractor

collects must be incorporated into care coordination and targeted intervention strategies for Members with an identified unmet social need.

2.7.10.1.7 Contractor must participate in TennCare designed programmatic evaluations which will include, but are not limited to, data sharing, data analysis and ongoing reporting requirements focused on community investment and clinical impact and health outcomes achieved by addressing social risk factors.

#### 2.7.10.2 Health Starts Workforce Development

2.7.10.2.1 The Contractor shall collaborate with TennCare to design, develop, and implement workforce development initiatives focused on increasing access to non-traditional community providers including but not limited to, doulas, lactation consultants, and community health workers. TennCare, may identify specific high-risk member populations or geographic regions as focus areas.

2.7.10.2.2 TennCare will provide targeted funding for the Contractor up to an amount determined by TennCare to support the Health Starts Workforce Development initiatives.

2.7.10.2.3 If additional funding is provided by TennCare to the Contractor for targeted Health Starts Workforce Development initiatives, TennCare will outline requirements and deliverables commensurate to the funding which may include but are not limited to implementation milestones, staffing requirements, or reporting requirements. Targeted funding will be based on satisfactory performance of the deliverable measures as set forth by TennCare.

#### 2.7.10.3 Health Starts Provider Partnerships

2.7.10.3.1 TennCare will partner with Contractor to implement the Health Starts Provider Partnerships focused on screening TennCare members, referring members to community-based resources, and closing the loop to confirm if the TennCare members' needs were met.

2.7.10.3.2 TennCare will provide targeted funding for the Contractor up to an amount determined by TennCare to support the Partnerships. Targeted funding will be based on satisfactory performance of the deliverable measures.

2.7.10.3.3 Payment for deliverables will be remitted upon approval by TennCare. Approval will be granted upon receipt of accurate and complete deliverables.

2.7.10.3.4 Additional funds that remain at the end of the Partnerships shall be reallocated to support other TennCare approved initiatives related to addressing social risk factors upon approval by TennCare. The amount to be reallocated to any new and additional activities will require approval by TennCare.

2.7.10.3.5 TennCare, at its discretion, may utilize additional or alternative funding sources used to support the Partnerships. TennCare will notify the Contractor within 30 days of any

changes to funding source used to support Health Starts Provider partnerships and any reporting requirements for the additional or alternative funds.

#### 2.7.10.4 Quality Improvement Initiatives

2.7.10.4.1 TennCare, at its discretion, may identify additional quality improvement efforts that support the Health Starts program and utilize the P4P Quality Incentive Program as outlined in Section C.3.3. Example metrics that may be utilized to support Health Starts quality improvement efforts includes, but is not limited to the following:

2.7.10.4.1.1 Percentage of total eligible Members screened using TennCare’s selected social risk factors screening tool;

2.7.10.4.1.2 Percentage of Members with a positive screen receiving a referral for community resources;

2.7.10.4.1.3 Percentage of referrals which lead to a successful connection (“close the loop”) for the Member to the relevant community resource.

### **A.2.8 POPULATION HEALTH**

#### 2.8.1 General

2.8.1.1 The Contractor shall establish and operate an integrated Population Health Program based upon risk stratification of the Contractor population. The Population Health Model touches members across the entire care continuum, promoting healthy behaviors and disease self-management as well as providing care coordination and intense care management as needed and supported by evidence-based medicine and national best practices. The Contractor shall evaluate the entire member population and identify members for specific cohorts, according to risk rather than disease specific categories. Cohort is a term used throughout this section of the Contract to mean the groupings in which the Contractor risk stratifies the member population. There is no limit on the number of cohorts a MCO may create.

#### 2.8.2 Member Identification /Stratification Strategies

2.8.2.1 The Contractor shall utilize a combination of predictive modeling claims data, CSMD data, pharmacy data, and laboratory results, supplemented by referrals, UM data, and/ or health risk assessment results to stratify the member population into cohorts. The Contractor shall systematically re-stratify the entire Contractor’s member population at a minimum quarterly.

#### 2.8.3 Member Assessment

2.8.3.1 The Contractor shall make a best effort to conduct an initial screening of each member's needs, within ninety (90) days of the effective date of enrollment for all new members to assess member’s health risk utilizing a health risk assessment, also referred to as a health risk

appraisal, that meets and/or exceeds the current National Committee for Quality Assurance (NCQA) Population Health Management standard, that has been approved by TennCare and Population Health staff, or a comprehensive health risk assessment that meets and/or exceeds the current NCQA standard. The Contractor shall make subsequent attempts to conduct an initial screening of each member's needs if the initial attempt to contact the member is unsuccessful, within thirty (30) days of the initial outreach attempt. These timelines may be shortened or contact methods varied for specific parts of the program detailed in this Contract. The information collected from these health assessments will be used to align individual members with appropriate intervention approaches and maximize the impact of the services provided. All members must have three (3) outreach attempts within three (3) months of their identification. For those members where contact failed but who appear on the next refreshed list, the Contractor is not obligated to attempt another contact for one hundred and eighty (180) days.

#### 2.8.4 Risk Level and Program Content and Minimum Interventions

2.8.4.1 The Contractor shall establish and implement cohorts with content and interventions, based on documented objectives, member assessments and risk stratification. Activities, interventions, and education objectives appropriate for members will vary for each cohort, with increasing engagement and intensity as level of risk increases. The Contractor shall develop risk level programs ranging from no risk to high risk. All Population Health cohorts shall include the provisions of clinical reminders around NCQA HEDIS/gaps in care, and after-hours assistance with urgent or emergent member needs. The Contractor shall develop and operate all Population Health cohorts using an “opt out” methodology.

#### 2.8.4.2 Care Coordination

2.8.4.2.1 For all eligible members the Contractor shall provide a Care Coordination cohort designed to help non-CHOICES members and non-ECF CHOICES members who may or may not have a chronic disease but have acute healthcare needs, health service needs, or risks which need immediate attention. The goal of the Care Coordination cohort is to assure members get the services they need to prevent or reduce an adverse health outcome. Services provided are short-term and time limited in nature and should not be confused with CHOICES Care Coordination or ECF CHOICES Support Coordination. Services may include assistance in making and keeping needed medical and or behavioral health appointments, hospital discharge instructions, health coaching and referrals related to the members' immediate needs, PCP reconnection and offering other resources or materials related to wellness, lifestyle, and prevention. Members receiving care coordination may be those members that were identified for but declined High Risk cohorts.

2.8.4.2.2 Contractor shall provide enhanced care coordination to members with an identified unmet social need. The social determinants of health data that the Contractor collects must be incorporated into care coordination and targeted intervention strategies for members with an identified unmet social need in accordance with this Contract.

2.8.4.3 No Risk (Wellness)

2.8.4.3.1 For all eligible members, the Contractor shall provide cohort(s) designed to provide outreach to members with no identified health risks. The goal of the cohort(s) is keeping members healthy. The parameters of this required outreach are listed in the chart below.

<b>No Risk (Wellness) Minimum Intervention</b>	
	One non-interactive educational quarterly touch to address the following within one year:
	<ul style="list-style-type: none"> <li>A. How to be proactive in their health</li> <li>B. How to access a primary care provider</li> <li>C. Preconception and inter-conception health, to include dangers of becoming pregnant while using narcotics</li> <li>D. Age and/or gender appropriate wellness preventive health services (e.g., “knowing your numbers”)</li> <li>E. Assessment of special population needs for gaps in care (e.g., recommended immunizations for <i>children and adolescents</i>)</li> <li>F. Health promotion strategies (e.g., discouraging tobacco use and/or exposure, weight management, stress management, physical activity, substance use disorder prevention)</li> <li>G. Healthy nutrition</li> <li>H. Other healthy and safe lifestyles</li> </ul>

2.8.4.4 Low Risk

2.8.4.4.1 For all eligible members, the Contractor shall provide cohorts designed to manage members with rising risk and chronic care needs. The goal of the cohorts is to improve the quality of life, health status and utilization of services, of members with multiple chronic conditions, by providing intense self-management education and support. The Low Risk cohorts shall include a maternity program with the goal to engage pregnant women into timely prenatal and postnatal care and aim for delivery of a healthy, term infant without complications. The parameters of this required engagement are listed in the chart below.

<b>Low Risk Minimum Interventions</b>	
1.	<p><u>Four</u> documented non-interactive communications each year. The communications shall address self-management education emphasizing the following:</p> <ul style="list-style-type: none"> <li>A. Increasing the members knowledge of chronic health conditions</li> <li>B. The importance of medication adherence</li> <li>C. Appropriate lifestyle/behavioral changes</li> <li>D. Management of the emotional aspect of health conditions</li> </ul>

	E. Self-efficacy & support
2.	Offering of individual support for self-management if member desires to become engaged.
3.	Availability of 24/7 Nurse Line.
4.	Availability of health coaching

2.8.4.4.2 Low Risk Maternity

2.8.4.4.3 The Contractor shall provide defined ongoing member monitoring for the need to move these members into High Risk Maternity.

2.8.4.4.4 The Contractor shall provide to members eligible for Low Risk Maternity the following minimum standard interventions:

<b>Low Risk Maternity Minimum Interventions</b>	
1.	Screening for risk factors to include screening for mental health and substance use disorder. This screening shall follow the contact attempt protocol referenced in Section 2.8.4.5.1 of this Contract.
2.	One non-interactive intervention to the member for the duration of the pregnancy to include, at a minimum, information on pregnancy, newborn, and inter-conception health.
3.	Access number to appropriate support, to include a maternity nurse/social worker, when appropriate, if member would like to engage in sustained maternity management.
4.	Follow-up to assure member is established with a provider, receives prenatal and postpartum visits, and postpartum depression screening. If prenatal visits have not been kept more frequent calls are required.
5.	Referrals to appropriate community-based resources and follow-up for these referrals.

2.8.4.5 High Risk

2.8.4.5.1 For all eligible members, the Contractor shall provide cohorts designed to manage members with high risk needs. The goal of the cohorts is to move members to optimal levels of health and well-being by providing timely coordination of quality services and self-management support. The High Risk cohorts shall include a high risk maternity program with the goal to engage pregnant women into timely prenatal and postnatal care and aim for delivery of a healthy, term infant without complications. The parameters of this required engagement are listed in the chart below.

<b>High Risk Minimum Interventions</b>	
	<p>Monthly interactive contacts addressing the following with one face-to-face visit as deemed appropriate by the Contractor:</p> <ul style="list-style-type: none"> <li>A. Development of a supportive member and health coach relationship</li> <li>B. Disease specific management skills such as medication adherence and monitoring of the member's condition</li> <li>C. Development and implementation of individualized care plan</li> </ul>

	<ul style="list-style-type: none"> <li>D. Problem solving techniques</li> <li>E. The emotional impact of member’s condition</li> <li>F. Self-efficacy</li> <li>G. Referral and linkages to link the members with medical, social, educational and/or other providers or programs and services to address identified needs</li> </ul>
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2.8.4.6 High Risk Maternity Program

2.8.4.6.1 The Contractor shall provide to members enrolled in High Risk Maternity the following minimum standard interventions:

<b>High Risk Maternity Minimum Interventions</b>	
	One interactive contact to the member per month of pregnancy to provide intense case management including the following:
	Development of member support relationship by face to face visit or other means as appropriate.
	Monthly interactive contacts to support and follow-up on patient self-management. If prenatal visits have not been kept more frequent calls are required.
	Comprehensive health risk assessment (HRA) to include screening for mental health and substance use disorder.
	Development and implementation of individualized care plan to include information on pregnancy, newborn, and inter-conception health.
	Follow-up to assure member is established with a provider, receives prenatal and postpartum visits, and postpartum depression screening. If prenatal visits have not been kept more frequent calls are required.
	Referrals to appropriate community-based resources and follow-up for these referrals.
	If applicable, provide information on availability of tobacco and nicotine cessation benefits, support and referrals to cessation services including Tennessee Tobacco QuitLine.

2.8.5 Program Strategy

2.8.5.1 The Contractor shall develop and maintain a Population Health Program Strategy that meets or exceeds requirements of this Contract. The Division of TennCare requires an annual analysis of Contractor PHM activities and any edits to Contractor strategy, based on the data that was collected for the reporting year. At each MCOs discretion, the analysis required by NCQA may be submitted to TennCare to fulfill this requirement.

2.8.6 Clinical Practice Guidelines

2.8.6.1 Population Health programs shall utilize evidence-based clinical practice guidelines as required by 42 CFR 438.236.

2.8.7 System Support and Capabilities

2.8.7.1 The Contractor shall maintain and operate a centralized information system necessary to conduct Population Health Risk Stratification. The system(s) recording program documentation shall meet NCQA Complex Case Management specifications and include the capability of collecting and reporting short term and intermediate outcomes such as member behavior change. The system(s) shall be able to collect and query information on individual members, such as non-interactive and interactive touches as needed for follow-up confirmations and to determine intervention outcomes.

## 2.8.8 CHOICES and I/DD MLTSS Programs

The Contractor shall include members enrolled in CHOICES and I/DD MLTSS Programs, including dual eligible CHOICES and I/DD MLTSS Programs members when risk stratifying its entire population.

2.8.8.1 The Contractor's Population Health Program Strategy shall include a CHOICES/I/DD MLTSS Programs section that describes how the organization integrates a CHOICES or I/DD MLTSS Programs member's information with other Contractor activities, including but not limited to, Utilization Management (UM), and health risk assessment information to assure programs are linked and enrollees receive appropriate and timely care

2.8.8.2 The Contractor's CHOICES/ I/DD MLTSS Programs section of the Population Health Strategy shall address how the Contractor shall ensure that, upon enrollment into CHOICES or I/DD MLTSS Program, health risk management or chronic care management activities are integrated with CHOICES care coordination I/DD MLTSS support coordination processes and functions and that the member's assigned Care Coordinator or Support Coordinator has primary responsibility for coordination of all the member's physical health, behavioral health, and long-term services and supports, including appropriate management of chronic conditions. If a CHOICES/ I/DD MLTSS member has one or more chronic conditions, the member's Care Coordinator or Support Coordinator may use the Contractor's applicable Population Health Program's tools and resources, including staff with specialized training, to help manage the member's condition, and shall integrate the use of these tools and resources with care or support coordination. Population Health staff shall supplement, but not supplant, the role and responsibilities of the member's Care Coordinator/care coordination or Support Coordinator/support coordination team.

2.8.8.3 The Contractor's CHOICES/ I/DD MLTSS section of the Population Health Strategy shall also include the method for addressing the following for CHOICES or I/DD MLTSS members:

2.8.8.3.1 Notifying the CHOICES Care Coordinator or I/DD MLTSS Program Support Coordinator of the member's participation in a Population Health program;

2.8.8.3.2 Providing member information collected to the CHOICES Care Coordinator or I/DD MLTSS Program Support Coordinator;



- 2.8.8.3.3 Provide to the CHOICES Care Coordinator or I/DD MLTSS Program Support Coordinator any educational materials given to the member through these programs;
- 2.8.8.3.4 Ensure that the Care Coordinator or Support Coordinator reviews Population Health educational materials verbally with the member and with the member's caregiver and/or representative (as applicable) and Coordinate follow-up that may be needed regarding the Population Health program, such as scheduling screenings or appointments with the CHOICES Care Coordinator or I/DD MLTSS Program Support Coordinator;
- 2.8.8.3.5 Ensure that the Care Coordinator or Support Coordinator integrates into the member's plan of care or PCSP, as applicable, aspects of the Population Health Program that would help to better manage the member's condition; and
- 2.8.8.3.6 Ensure that the member's Care Coordinator or Support Coordinator shall be responsible for coordinating with the member's providers regarding the development and implementation of an individualized treatment plan which shall be integrated into the member's plan of care or PCSP, as applicable, and which shall include monitoring the member's condition, helping to ensure compliance with treatment protocols, and to the extent appropriate, lifestyle changes which will help to better ensure management of the member's condition (see Section 2.9.6 of this Contract).
- 2.8.8.4 For members enrolled in a 1915(c) waiver or receiving ICF/IID services, the Contractor's Population Health Strategy shall address how the Contractor shall coordinate with the ISC, DIDD Case Manager, or ICF/IID provider, as applicable, to help ensure the maximum efficacy of its Population Health services.
- 2.8.8.5 As part of a Population Health Program, the Contractor shall place CHOICES and I/DD MLTSS Program members into appropriate programs and/or stratification within a cohort, not only according to risk, or other clinical or member-provided information but also by the type of setting in which long-term care services are delivered, i.e., nursing facility, ICF/IID, community-based residential alternative, or home-based. The targeted interventions for CHOICES and I/DD MLTSS Programs members should not only be based on risk level but also based on the setting in which the member resides.
- 2.8.8.5.1 Targeted methods for informing and educating CHOICES and I/DD MLTSS Programs members shall not be limited to mailing educational materials.
- 2.8.8.6 The Contractor shall include CHOICES and I/DD MLTSS process data in semi-annual and annual reports as indicated in Section 2.30.5 of this Contract. CHOICES and I/DD MLTSS Program members will not be included in outcome measures in annual Population Health reports.
- 2.8.8.7 The Contractor shall ensure that upon a member's enrollment in CHOICES or I/DD MLTSS Programs, if applicable, all High Risk Population Health Management Contractor activities are integrated with CHOICES care coordination or I/DD MLTSS Program

support coordination processes and functions, and that the member's assigned Care Coordinator or Support Coordinator has primary responsibility for coordination of all the member's physical health, behavioral health, and long-term services and supports needs. The Care Coordinator or Support Coordinator may use resources and staff from the Contractor's MCO Complex Case Management Program, including persons with specialized expertise in areas such as behavioral health, to supplement but not supplant the role and responsibilities of the member's Care Coordinator/care coordination or Support Coordinator/support coordination team.

2.8.8.8 The Contractor, in addition to requirements pertaining to nursing facility to community transitions (see Section 2.9.6.8), members in CHOICES Group 1 who are under the age of 21 and who are residents of a nursing facility and have requested to transition home, shall provide coordination of care by the CHOICES Care Coordinator and the Population Health Complex Case Management staff:

2.8.8.8.1 The member will be informed by CHOICES Care Coordinator of disenrollment from CHOICES upon discharge from Nursing Facility;

2.8.8.8.2 Within three (3) business days of a request to transition by or on behalf of a Group 1 member under age 21, the member will be referred by the CHOICES Care Coordinator to MCO Case Management for service identification and implementation in the home setting;

2.8.8.8.3 The Population Health Complex Case Manager will be responsible for developing a service plan for the home setting;

2.8.8.8.4 The CHOICES Care Coordinator will communicate weekly via phone or face-to-face visits with the Population Health Complex Case Management staff, the member and/or the member's parent or guardian (as applicable and appropriate), and the nursing facility staff to ensure timely progression of the transition plan until it is determined that the transition is not appropriate or until the plan is complete; and

2.8.8.8.5 Any EPSDT benefits needed by the child in the community as an alternative to nursing facility care, including medically necessary home health or private duty nursing, as applicable, shall be initiated immediately upon transition from a nursing facility (i.e., CHOICES Group 1) to the community and as of the effective date of transition with no gaps between the member's receipt of nursing facility services and EPSDT benefits.

2.8.9 Evaluation

2.8.9.1 The Contractor shall collect and report process and outcome data as indicated on Population Health semi-annual and annual report templates provided by TennCare.

2.8.9.2 The Contractor shall conduct a live presentation on an annual basis for TennCare. The Contractor shall work collaboratively with TennCare in planning an annual schedule for presentations. The presentation shall contain an in-depth analysis of their Population

Health program and should not be limited to information contained in the Annual Outcome Metric Report.

## **A.2.9 SERVICE COORDINATION**

### **2.9.1 General**

2.9.1.1 The Contractor shall be responsible for the management, coordination, and continuity of care for all its TennCare members and shall develop and maintain policies and procedures to address this responsibility. For CHOICES members, these policies and procedures shall specify the role of the care coordinator/care coordination team in conducting these functions (see Section 2.9.7). For 1915(c) waiver members and members receiving ICF/IID services, these policies and procedures shall specify how the Contractor shall work with the independent support coordinator, DIDD case manager, or ICF/IID provider's interdisciplinary team, as applicable, to ensure continuity and coordination among physical health, behavioral health, and long-term services and supports, and to ensure collaboration among physical health, behavioral health, and long-term services and supports providers.

2.9.1.2 The Contractor shall:

2.9.1.2.1 Coordinate care for children in DCS custody;

2.9.1.2.2 Coordinate care among PCPs, specialists, behavioral health providers, and long-term care providers;

2.9.1.2.3 Perform reasonable preventive health case management services, have mechanisms to assess the quality and appropriateness of services furnished, and provide appropriate referral and scheduling assistance;

2.9.1.2.4 Monitor members with ongoing medical or behavioral health conditions;

2.9.1.2.5 Identify members using emergency department services inappropriately to assist in scheduling follow-up care with PCPs and/or appropriate specialists to improve continuity of care and establish a medical home;

2.9.1.2.6 Maintain and operate a formalized hospital and/or institutional discharge planning program;

2.9.1.2.7 Coordinate hospital and/or institutional discharge planning that includes post-discharge care, as appropriate;

2.9.1.2.8 The Contractor shall submit an implementation plan for making admission, discharge and transfer data from applicable hospitals available to all primary care practices. The Contractor shall also provide an implementation plan for providing PCPs access to pharmacy data;

- 2.9.1.2.8.1 The Contractor shall provide notification of all participating hospital admission and discharge data currently available to the Contractor in standardized HL7 2.3 or 2.5 format to TennCare using the manner prescribed by TennCare. Additionally, the Contractor shall provide all clinical documentation currently sent to the Contractor, including but not limited to, Lab, Radiology reports, Dictated Reports, Pharmacy Orders and CCDA's as allowed by applicable laws. The clinical information shall be sent by the Contractor in standardized HL7 2.3 or 2.5 format to TennCare in the manner prescribed by TennCare.
- 2.9.1.2.9 Maintain an internal tracking system that identifies the current preventive services screening status and pending preventive services screening due dates for each member; and
- 2.9.1.2.10 Authorize services provided by non-contract providers, as required in this Contract (see, e.g., Section A.2.13).
- 2.9.2 Transition of New Members
- 2.9.2.1 In the event an enrollee entering the Contractor's MCO, either as a new TennCare enrollee or transferring from another MCO, is receiving medically necessary covered services in addition to or other than prenatal services (see below for enrollees receiving only prenatal services) the day before enrollment, the Contractor shall be responsible for the costs of continuation of such medically necessary services, without any form of prior approval and without regard to whether such services are being provided by contract or non-contract providers. Except as specified in this Section 2.9.2 or in Sections 2.9.3 or 2.9.7, this requirement shall not apply to long-term care services.
- 2.9.2.1.1 For medically necessary covered services, other than long-term care services, being provided by a non-contract provider, the Contractor shall provide continuation of such services for up to ninety (90) calendar days or until the member may be reasonably transferred without disruption to a contract provider, whichever is less. The Contractor may require prior authorization for continuation of services beyond thirty (30) calendar days; however, the Contractor is prohibited from denying authorization solely on the basis that the provider is a non-contract provider.
- 2.9.2.1.2 For medically necessary covered services, other than long-term care services, being provided by a contract provider, the Contractor shall provide continuation of such services from that provider but may require prior authorization for continuation of such services from that provider beyond thirty (30) calendar days. The Contractor may initiate a provider change only as otherwise specified in this Contract.
- 2.9.2.1.3 For medically necessary covered long-term care services for CHOICES members who are new to both TennCare and CHOICES, the Contractor shall provide long-term care services as specified in Sections 2.9.7.2.4 and 2.9.7.2.5.

- 2.9.2.1.4 For covered long-term services and supports for CHOICES and I/DD MLTSS Programs members who are transferring from another MCO, the Contractor shall be responsible for continuing to provide covered long-term services and supports, including CHOICES and I/DD MLTSS HCBS authorized by the transferring MCO and nursing facility services and ICF/IID services, without regard to whether such services are being provided by contract or non-contract providers. Unless and until the Contractor has been directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, only members in CHOICES Group 1 will be enrolled with the Contractor. Therefore, unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the requirements in this Section 2.9.2.1.4 applicable only to CHOICES Group 2 and/or 3 will not apply. When directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall, as directed by TennCare, comply with all of the requirements in Section 2.9.2.1.4.
- 2.9.2.1.4.1 For a member in CHOICES Group 2 or 3, the Contractor shall continue CHOICES HCBS authorized by the transferring MCO for a minimum of thirty (30) days after the member's enrollment and thereafter shall not reduce these services unless a care coordinator has conducted a comprehensive needs assessment and developed a PCSP, and the Contractor has authorized and initiated CHOICES HCBS in accordance with the member's new PCSP. For a member in a 1915(c) waiver, the Contractor shall continue HCBS in accordance with the approved PCSP. If a member in CHOICES Group 2 or 3 or a 1915(c) waiver is receiving short-term nursing facility care, the Contractor shall continue to provide nursing facility services to the member in accordance with the level of nursing facility services and/or reimbursement approved by TennCare (see Section 2.14.1.14). For a member in Group 1 or members residing in an ICF/IID, the Contractor shall provide nursing facility or ICF/IID services to the member in accordance with the level of nursing facility services and/or reimbursement approved by TennCare (see Section 2.14.1.14); however, the member may be transitioned to the community in accordance with Section 2.9.7.8 of this Contract.
- 2.9.2.1.4.2 For a member in CHOICES Group 2 or 3, within thirty (30) days of notice of the member's enrollment with the Contractor, a care coordinator shall conduct a face-to-face visit (see Section 2.9.7.2.5), including a comprehensive needs assessment (see Section 2.9.7.5) and a caregiver assessment, and develop a plan of care (see Section 2.9.7.6), and the Contractor shall authorize and initiate CHOICES HCBS in accordance with the new plan of care (see Section 2.9.7.2.5). If a member in Group 2 or 3 is receiving short-term nursing facility care on the date of enrollment with the Contractor, a care coordinator shall complete a face-to-face visit prior to the expiration date of the level of nursing facility services approved by TennCare, but no later than thirty (30) days after enrollment to determine appropriate needs assessment and care planning activities (see Section 2.9.7.2.5 for members who will be discharged from the nursing facility and remain in Group 2 or 3 and Section 2.9.7.2.4 for members who will remain in the nursing facility and be enrolled in Group 1). If the expiration date for the level of nursing facility services approved by TennCare occurs prior to thirty (30) days after

enrollment, and the Contractor is unable to conduct the face-to-face visit prior to the expiration date, the Contractor shall be responsible for facilitating discharge to the community or enrollment in Group 1, whichever is appropriate prior to the member's exhaustion of the 90-day short-term NF benefit.

- 2.9.2.1.4.3 If at any time before conducting a comprehensive needs assessment for a member in CHOICES Group 2 or 3 the Contractor becomes aware of an increase in the member's needs, a care coordinator shall immediately conduct a comprehensive needs assessment and update the member's plan of care, and the Contractor shall initiate the change in services within ten (10) days of becoming aware of the increase in the member's needs.
- 2.9.2.1.4.4 For a member in CHOICES Group 1, a care coordinator shall conduct a face-to-face in-facility visit within thirty (30) days of the member's enrollment with the Contractor and conduct a needs assessment as determined necessary by the Contractor (see Section 2.9.7.5).
- 2.9.2.1.4.5 The Contractor shall facilitate a seamless transition to new services and/or providers, as applicable, in the plan of care developed by the Contractor without any disruption in services.
- 2.9.2.1.4.6 The Contractor shall not:
  - 2.9.2.1.4.6.1 Transition nursing facility residents or residents of community-based residential alternatives to another facility unless (1) the member or their representative specifically requests to transition, which shall be documented in the member's file, (2) the member or their representative provides written consent to transition based on quality or other concerns raised by the Contractor, which shall not include the nursing facility's rate of reimbursement; or (3) the facility where the member is residing is not a contract provider; if the community-based residential facility where the member is currently residing is not a contract provider, the Contractor shall provide continuation of services in such facility for at least thirty (30) days, which shall be extended as necessary to ensure continuity of care pending the facility's contracting with the Contractor or the member's transition to a contract facility; if the member is transitioned to a contract facility, the Contractor shall facilitate a seamless transition to the new facility; if the nursing facility where the member is currently residing is a non-contract provider, the Contractor shall (a) authorize continuation of the services pending enrollment of the facility as a contract provider (except a facility excluded for a 2-year period when the facility has withdrawn from Medicaid participation); (b) authorize continuation of the services pending facilitation of the member's transition to a contract facility, subject to the member's agreement with such transition; or (c) may continue to reimburse services from the non-contract nursing facility in accordance with TennCare rules and regulations;
  - 2.9.2.1.4.6.2 Transition Group 1 members to CHOICES HCBS unless the member chooses to receive CHOICES HCBS as an alternative to nursing facility care and is enrolled in

CHOICES Group 2 or the member meets the at-risk level of care and is enrolled in CHOICES Group 3 (see Section 2.9.7.8 for requirements regarding nursing facility to community transition);

- 2.9.2.1.4.6.3 Admit a member in CHOICES Group 2 to a nursing facility unless the member meets the nursing facility level of care in place at the time of admission and (1) is expected to require short-term nursing facility services for ninety (90) days or less; (2) the member chooses to transition to a nursing facility and enroll in Group 1; or (3) the Contractor determines that it cannot safely and effectively meet the needs of the member and within the member's cost neutrality cap, and the member agrees to transition to a nursing facility and enroll in Group 1;
- 2.9.2.1.4.6.4 Admit a member enrolled in CHOICES Group 3 to a nursing facility unless the member meets the nursing facility level of care in place at the time of admission and (1) is expected to require short-term nursing facility services for ninety (90) days or less; or (2) the member chooses to transition to a nursing facility and enroll in Group 1; or
- 2.9.2.1.4.6.5 Transition members in Group 2 or 3 or a 1915(c) waiver to another HCBS provider for continuing services unless the current HCBS provider is not a contract provider; if the current HCBS provider is not a contract provider, the Contractor shall provide continuation of HCBS from that provider for at least thirty (30) days, which shall be extended as necessary to ensure continuity of care pending the provider's contracting with the Contractor or the member's transition to a contract provider; if the member is transitioned to a contract provider, the Contractor shall facilitate a seamless transition to the new provider.
- 2.9.2.2 In the event an enrollee entering the Contractor's MCO, either as a new TennCare enrollee or transferring from another MCO, is in her first trimester of pregnancy and is receiving medically necessary covered prenatal care services the day before enrollment, the Contractor shall be responsible for the costs of continuation of such medically necessary prenatal care services, including prenatal care, delivery, and post-natal care, without any form of prior approval and without regard to whether such services are being provided by a contract or non-contract provider.
  - 2.9.2.2.1 If the member is receiving services from a non-contract provider, the Contractor shall be responsible for the costs of continuation of medically necessary covered prenatal services, without any form of prior approval, until such time as the Contractor can reasonably transfer the member to a contract provider without impeding service delivery that might be harmful to the member's health.
  - 2.9.2.2.2 If the member is receiving services from a contract provider, the Contractor shall be responsible for the costs of continuation of medically necessary covered prenatal services from that provider, without any form of prior approval, through the postpartum period.

- 2.9.2.3 In the event an enrollee entering the Contractor’s MCO, either as a new TennCare enrollee or transferring from another MCO, is in her second or third trimester of pregnancy and is receiving medically necessary covered prenatal care services the day before enrollment, the Contractor shall be responsible for providing continued access to the prenatal care provider (whether contract or non-contract provider) through the postpartum period, without any form of prior approval.
- 2.9.2.4 If a member enrolls in the Contractor’s MCO from another MCO, the Contractor shall immediately contact the member’s previous MCO and request the transfer of “transition of care data” as specified by TennCare. If the Contractor is contacted by another MCO requesting “transition of care data” for a member who has transferred from the Contractor to the requesting MCO (as verified by the Contractor), the Contractor shall provide such data in the time frame and format specified by TennCare.
- 2.9.2.5 If the Contractor becomes aware that a CHOICES or I/DD MLTSS Programs member will be transferring to another MCO, the Contractor (including, but not limited to the member’s care coordinator or care coordination team or contracted ISC, as applicable) shall, in accordance with protocols established by TennCare, work with the other MCO in facilitating a seamless transition for that member.
- 2.9.2.6 The Contractor shall ensure that any member entering the Contractor’s MCO is held harmless by the provider for the costs of medically necessary covered services except for applicable TennCare cost sharing and patient liability amounts (see Section 2.6.7 of this Contract).
- 2.9.2.7 The Contractor shall develop and maintain policies and procedures regarding the transition of new members.

### 2.9.3 **Transition of Members Receiving Long-Term Care Services at the Time of CHOICES Implementation**

- 2.9.3.1 For each member who is enrolling in CHOICES Group 1 or 2 as of the date of CHOICES implementation, as identified by TennCare (herein referred to as “transitioning CHOICES members”), the Contractor shall assign a care coordinator prior to the first face-to-face visit. If the face-to-face visit will not occur within ten (10) days after the implementation of CHOICES, the Contractor shall send the member written notification within ten (10) calendar days of implementation that explains how the member can reach the care coordination unit for assistance with concerns or questions pending the assignment of a specific care coordinator. Unless and until the Contractor has been directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 at CHOICES implementation, only members in CHOICES Group 1 will transition at the time of CHOICES implementation. Therefore, the requirements in this Section 2.9.3 applicable only to CHOICES Group 2 will not apply unless otherwise directed by TennCare.
- 2.9.3.2 For each transitioning CHOICES member, the Contractor shall be responsible for the costs of continuing to provide covered long-term care services authorized by the member’s



previous MCO, including, as applicable, CHOICES HCBS in the member's approved plan of care and nursing facility services without regard to whether such services are being provided by contract or non-contract providers for at least thirty (30) days, which shall be extended as necessary to ensure continuity of care pending the provider's contracting with the Contractor or the member's transition to a contract provider; if the member is transitioned to a contract provider, the Contractor shall facilitate seamless transition to the new provider.

- 2.9.3.3 For members in Group 2 the Contractor shall continue HCBS in the member's approved HCBS waiver plan of care except case management for a minimum of thirty (30) days after the member's enrollment and thereafter shall not reduce HCBS unless the member's care coordinator has conducted a comprehensive needs assessment and developed a plan of care and the Contractor has authorized and initiated HCBS in accordance with the member's new plan of care. If a member in CHOICES Group 2 is receiving short-term nursing facility care, the Contractor shall continue to provide nursing facility services to the member in accordance with the level of nursing facility services (Level I or Level II) and/or reimbursement approved by TennCare (see Section 2.14.1.15).
- 2.9.3.4 For a member in CHOICES Group 2, within ninety (90) days of CHOICES implementation, the member's care coordinator shall conduct a face-to-face visit (see Section 2.9.7.2.5), including a comprehensive needs assessment (see Section 2.9.7.5), and develop a plan of care (see Section 2.9.7.6), and the Contractor shall authorize and initiate CHOICES HCBS in accordance with the new plan of care. If a member in Group 2 is receiving short-term nursing facility care on the date of enrollment with the Contractor the member's care coordinator shall complete a face-to-face visit prior to the expiration date of the level of nursing services approved by TennCare, but no more than ninety (90) days after CHOICES implementation, to determine appropriate needs assessment and care planning activities (see Section 2.9.7.2.5 for members who will be discharged from the nursing facility and remain in Group 2 or 3 and Section 2.9.7.2.4 for members who will remain in the nursing facility and be enrolled in Group 1). If the expiration date for the level of nursing facility services approved by TennCare occurs prior to ninety (90) days after CHOICES implementation, and the Contractor is unable to conduct the face-to-face visit prior to the expiration date, the Contractor shall be responsible for facilitating discharge to the community or enrollment in Group 1, whichever is appropriate.
- 2.9.3.5 If at any time before conducting a comprehensive needs assessment for a member in CHOICES Group 2 the Contractor becomes aware of an increase in the member's needs, the member's care coordinator shall immediately conduct a comprehensive needs assessment and update the member's plan of care, and the Contractor shall initiate the change in services within ten (10) days of becoming aware of the change in the member's needs.
- 2.9.3.6 The Contractor shall provide nursing facility services to a member in Group 1 in accordance with the level of nursing facility services and/or reimbursement approved by

TennCare (see Section 2.14.1.14); however, the member may be transitioned to the community in accordance with Section 2.9.7.8 of this Contract.

2.9.3.7 For a member in CHOICES Group 1 who, at the time of enrollment with the Contractor, has resided in a nursing facility for less than ninety (90) days, the member's care coordinator shall conduct a face-to-face in-facility visit within ninety (90) days of the implementation of CHOICES and conduct a needs assessment as determined necessary by the Contractor (see Section 2.9.7.5.1). For a member in CHOICES Group 1 who, at the time of implementation of CHOICES, has resided in a nursing facility for ninety (90) days or more, the member's care coordinator shall conduct a face-to-face in-facility visit within six (6) months of the member's enrollment with the Contractor and conduct a needs assessment as determined necessary by the Contractor (see Section 2.9.7.5.1).

2.9.3.8 The Contractor shall facilitate a seamless transition to new services and/or providers, as applicable, in the plan of care developed by the Contractor without any disruption in services.

2.9.3.9 The Contractor shall not:

2.9.3.9.1 Transition nursing facility residents or CHOICES Group 2 members who are residents of community-based residential alternatives to another facility unless (1) the member or their representative specifically requests to transition, which shall be documented in the member's file, (2) the member or their representative provides written consent to transition based on quality or other concerns raised by the Contractor, which shall not include the nursing facility's rate of reimbursement; or (3) the facility where the member is residing is not a contract provider; if the community-based residential facility where the CHOICES Group 2 member is currently residing is not a contract provider, the Contractor shall provide continuation of services in such facility for at least thirty (30) days, which shall be extended as necessary to ensure continuity of care pending the facility's contracting with the Contractor or the member's transition to a contract facility; if the member is transitioned to a contract facility, the Contractor shall facilitate a seamless transition to the new facility; if the nursing facility where the member is currently residing is a non-contract provider, the Contractor shall (a) authorize continuation of the services pending enrollment of the facility as a contract provider (except a facility excluded for a 2-year period when the facility has withdrawn from Medicaid participation); (b) authorize continuation of the services pending facilitation of the member's transition to a contract facility, subject to the member's agreement with such transition; or (c) may continue to reimburse services from the non-contract nursing facility in accordance with TennCare rules and regulations;

2.9.3.9.2 Transition Group 1 members to CHOICES HCBS unless the member chooses to receive CHOICES HCBS as an alternative to nursing facility care and is enrolled in CHOICES Group 2 (see Section 2.9.7.8 for requirements regarding nursing facility to community transition);

- 2.9.3.9.3 Admit a member in CHOICES Group 2 to a nursing facility unless (1) the member requires a short-term nursing facility care stay; (2) the member chooses to transition to a nursing facility and enroll in CHOICES Group 1; or (3) the Contractor determines that it cannot safely and effectively meet the needs of the member and within the member's cost neutrality cap, and the member agrees to transition to a nursing facility and enroll in CHOICES Group 1; or
- 2.9.3.9.4 Transition members in Group 2 or 3 to another HCBS provider for continuing services unless the current HCBS provider is not a contract provider; if the current HCBS provider is not a contract provider, the Contractor shall provide continuation of CHOICES HCBS from that provider for at least thirty (30) days, which shall be extended as necessary to ensure continuity of care pending the provider's contracting with the Contractor or the member's transition to a contract provider; if the member is transitioned to a contract provider, the Contractor shall facilitate a seamless transition to the new provider.
- 2.9.4 Transition of 1915(c) Waiver Services and ICF/IID Services to MLTSS
  - 2.9.4.1 For each of the Contractor's current members receiving services in a 1915(c) waiver, the Contractor shall be responsible for the costs of continuing to provide covered 1915(c) waiver services previously authorized by DIDD in the member's approved ISP without regard to whether such services are being provided by contract or non-contract providers for at least six (6) months or throughout the length of the current ISP, whichever is longer. This period shall be extended as necessary to ensure continuity of care pending the provider's contracting with the Contractor or the member's transition to a contract provider; if the member is transitioned to a contract provider, the Contractor shall facilitate seamless transition to the new provider.
  - 2.9.4.2 The Contractor shall also be responsible for the costs of continuing to provide ICF/IID services to a member approved by TennCare to receive ICF/IID services; however, the member may be transitioned to the community in accordance with Section 2.9.7.8 of this Contract.
  - 2.9.4.3 The Contractor shall facilitate a seamless transition to new services and/or providers, as applicable, in the PCSP developed by the Contractor without any disruption in services.
  - 2.9.4.4 The Contractor shall not:
    - 2.9.4.4.1 Transition ICF/IID residents to another facility unless (1) the member or their representative specifically requests to transition, which shall be documented in the member's file, (2) the member or their representative provides written consent to transition based on quality or other concerns raised by the Contractor; or (3) the facility where the member is residing is not a contract provider. If the ICF/IID facility where the member is currently residing is not a contract provider, then the Contractor shall provide continuation of services in such facility for at least six (6) months, which shall be extended as necessary to ensure continuity of care pending the facility's contracting

with the Contractor or the member's transition to a contract facility. If the member is transitioned to a contract facility, then the Contractor shall facilitate a seamless transition to the new facility. If the ICF/IID where the member is currently residing is a non-contract provider, then the Contractor shall (a) authorize continuation of the services pending enrollment of the facility as a contract provider, if the provider is eligible for enrollment in Medicaid, and reimburse such services from the non-contract ICF/IID in accordance with TennCare rules and regulations; (b) authorize continuation of the services and reimburse such services from the non-contract ICF/IID in accordance with TennCare rules and regulations, pending facilitation of the member's transition to a contract facility, subject to the member's agreement with such transition; or (c) may continue to reimburse services from the non-contract facility in accordance with TennCare rules and regulations;

2.9.4.4.2 Transition members in a 1915(c) waiver to another HCBS provider for continuing services unless the current HCBS provider is not a contract provider, based on member request, or to ensure continued access to quality services; if the current HCBS provider is not a contract provider, the Contractor shall provide continuation of 1915(c) waiver services from that provider for at least thirty (30) days, which shall be extended as necessary to ensure continuity of care pending the provider's contracting with the Contractor or the member's transition to a contract provider; if the member is transitioned to a contract provider, the Contractor shall facilitate a seamless transition to the new provider.

## 2.9.5 Coordination and Collaboration for Members receiving Home Health or Private Duty Nursing Services

2.9.5.1 The Contractor shall actively engage all members receiving home health (HH) or private duty nursing (PDN) services, as defined in TennCare Rule 1200-13-13-.01, respectively, in excess of adult benefit limits and/or coverage criteria. The Contractor shall meet the following milestone requirements and provide <sup>do</sup>documentation as required below, and as requested by TennCare, that the following milestones are met.

2.9.5.1.1 The Contractor shall comply with the Turning 21 process as prescribed by TennCare. In addition, for all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, in preparation for and during the eighteenth (18th) year of age, the Contractor shall:

2.9.5.1.1.1 Identify all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, at least two (2) months prior to the member turning eighteen (18) years of age.

2.9.5.1.1.2 Create an internal mechanism to track and review all cases, including outreach and education, assessment and transition planning discussions and activities for members at or older than eighteen (18) years of age who are receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria. The internal tracking mechanism

should be able to provide status updates as requested and, in the form, and format determined by TennCare. The internal tracking mechanism shall include but is not limited to the following:

- 2.9.5.1.1.2.1 Member Name;
- 2.9.5.1.1.2.2 Demographics;
- 2.9.5.1.1.2.3 1915(c) HCBS waiver status;
- 2.9.5.1.1.2.4 Intellectual Disability/Developmental Disability (ID/DD) status;
- 2.9.5.1.1.2.5 Current number of hours of HH or PDN;
- 2.9.5.1.1.2.6 Ventilator or tracheostomy dependent, or other complex respiratory care needs that qualify for PDN;
- 2.9.5.1.1.2.7 Date of completed listed milestone as appropriate;
- 2.9.5.1.1.2.8 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, a brief description of why the Contractor was unable to complete listed milestone;
- 2.9.5.1.1.2.9 Member transition plan of care.
- 2.9.5.1.1.3 Complete internal re-assessment of skilled and unskilled hands-on care needs that includes input of member, family, and home care agency staff, and review of service documentation regarding actual skilled and unskilled hands-on care services provided and their frequency. Additionally, the re-assessment should address clinical respiratory evaluation for all members that are ventilator dependent or have a tracheostomy or other complex respiratory care needs that qualify for PDN.
- 2.9.5.1.1.4 Complete an in-home or face-to-face visit with member and the member's family that includes but is not limited to the following topics:
  - 2.9.5.1.1.4.1 Provide information regarding aging into the adult benefit category;
  - 2.9.5.1.1.4.2 Re-address supported decision-making and legal issues (including, but not limited to competency, power of attorney, etc.) related to a member turning eighteen (18) years of age;
  - 2.9.5.1.1.4.3 Discuss any school-related transitions, if applicable;
  - 2.9.5.1.1.4.4 Provide education to member regarding TennCare HH and PDN benefits, including the adult HH and PDN benefit;
  - 2.9.5.1.1.4.5 Provide education on ECF CHOICES and CHOICES programs;

- 2.9.5.1.1.4.6 Assist, as needed with referral and intake/enrollment processes, as applicable for CHOICES or ECF CHOICES.
- 2.9.5.1.1.5 Provide a Semi-Annual report to TennCare demonstrating the completion of the in-home or face-to-face visit topics as prescribed by TennCare for each applicable member as required in Section 2.9.5.1.1. This report does not need to include the actual case notes referenced in Section 2.9.5.1.1.2.8.
- 2.9.5.1.2 For all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, in preparation for and during the nineteenth (19<sup>th</sup>) year of age, the Contractor shall:
  - 2.9.5.1.2.1 Identify all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, at least two (2) months prior to the member turning nineteen (19) years of age.
  - 2.9.5.1.2.2 Continue to track all members internally in accordance with Section 2.9.5.1.1.2. Additionally, the Contractor's Care team shall have quarterly multidisciplinary care coordination reviews to discuss and provide status updates for all members at or older than nineteen (19) years of age receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria. The internal tracking mechanism shall include but is not limited to the following:
    - 2.9.5.1.2.2.1 Member Name;
    - 2.9.5.1.2.2.2 Demographics;
    - 2.9.5.1.2.2.3 1915(c) HCBS waiver status;
    - 2.9.5.1.2.2.4 Intellectual Disability/Developmental Disability (ID/DD) status;
    - 2.9.5.1.2.2.5 Current number of hours of HH or PDN;
    - 2.9.5.1.2.2.6 Ventilator or tracheostomy dependent, or other complex respiratory care needs that qualify for PDN;
    - 2.9.5.1.2.2.7 Date of completed listed milestone as appropriate;
    - 2.9.5.1.2.2.8 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, a brief description of why the Contractor was unable to complete listed milestone;
    - 2.9.5.1.2.2.9 Member transition plan of care.
  - 2.9.5.1.2.3 Complete in-home reassessment of skilled and unskilled hands-on care needs that incorporates input of member, family, and home care agency staff, and review of service documentation regarding actual skilled and unskilled hands-on care services provided and their frequency. Additionally, the re-assessment should address clinical

respiratory evaluation for all members that are ventilator dependent or have a tracheostomy or other complex respiratory care needs that qualify for PDN.

- 2.9.5.1.2.4 Coordinate joint interdisciplinary face-to-face in-home visit including but not limited to the HH or PDN care coordinator and ECF CHOICES and CHOICES Care and Support Coordinator Team or Advocate.
- 2.9.5.1.2.5 Complete a face-to-face in-home visit with member and the member's family that includes but is not limited to the following topics:
  - 2.9.5.1.2.5.1 Provide education to members regarding TennCare HH and PDN benefits, including the adult HH and PDN benefit;
  - 2.9.5.1.2.5.2 Review of the Turning Twenty-One (21) Member Handbook and accompanying acknowledgment form;
  - 2.9.5.1.2.5.3 Review any pertinent clinical care plan with input from home care providers and PCP representatives.
- 2.9.5.1.2.6 Provide a Semi-Annual report to TennCare demonstrating the completion of the above items required in Section 2.9.5.1.2 for each applicable member. This report should not include the actual case notes referenced in Section 2.9.5.1.2.2.6.
- 2.9.5.1.3 For all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, in preparation for and during the first three (3) months of their twentieth (20th) year of age, the Contractor shall:
  - 2.9.5.1.3.1 Identify all members receiving HH or PDN services above the adult benefit limit at least one (1) month prior to the member turning twenty (20) years of age;
  - 2.9.5.1.3.2 Continue to track all members internally in accordance with Sections 2.9.5.1.1.2 and 2.9.5.1.2.2. Additionally, the Contractor's Care team will have monthly multidisciplinary care coordination reviews to discuss and provide status updates for all members at or older than twenty (20) years of age receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria. The internal tracking mechanism shall include but is not limited to the following:
    - 2.9.5.1.3.2.1 Member Name;
    - 2.9.5.1.3.2.2 Demographics;
    - 2.9.5.1.3.2.3 1915(c) HCBS waiver status;
    - 2.9.5.1.3.2.4 Intellectual Disability/Developmental Disability (ID/DD) status;
    - 2.9.5.1.3.2.5 Current number of hours of HH or PDN;

- 2.9.5.1.3.2.6 Ventilator or tracheostomy dependent, or other complex respiratory care needs that qualify for PDN;
- 2.9.5.1.3.2.7 Date of completed listed milestone as appropriate;
- 2.9.5.1.3.2.8 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, a brief description of why the Contractor was unable to complete listed milestone;
- 2.9.5.1.3.2.9 Member transition plan of care.
- 2.9.5.1.3.3 Complete in-home reassessment of skilled and unskilled hands-on care needs that incorporates input of member, family, and home care agency staff, and review of service documentation regarding actual skilled and unskilled hands-on care services provided and their frequency. Additionally, the re-assessment should address clinical respiratory evaluation for all members that are ventilator dependent or have a tracheostomy or other complex respiratory care needs that qualify for PDN.
- 2.9.5.1.3.4 Coordinate joint interdisciplinary face-to-face in-home visit including but not limited to the HH or PDN care coordinator and ECF CHOICES and CHOICES Care and Support Coordinator Team or Advocate;
- 2.9.5.1.3.5 Complete a face-to-face in-home visit with member and the member's family that includes but is not limited to the following topics:
  - 2.9.5.1.3.5.1 Provide education to members regarding TennCare HH and PDN benefits, including the adult HH and PDN benefit;
  - 2.9.5.1.3.5.2 Re-review of the Turning Twenty-One (21) Member Handbook and accompanying acknowledgment form;
  - 2.9.5.1.3.5.3 Determine and document any anticipated changes to the member's support plan/environment when turning twenty-one (21) (and update ECF CHOICES person-centered support plan if already enrolled);
  - 2.9.5.1.3.5.4 Review any pertinent clinical care plan with input from home care providers and PCP representatives;
  - 2.9.5.1.3.5.5 Education and discussion with member regarding MCO change upon the member turning twenty-one (21) years of age;
  - 2.9.5.1.3.5.6 Identify prospectively which MCO member would likely choose. If none chosen, the Contractor shall explain that member will be automatically assigned to an MCO.
  - 2.9.5.1.3.5.7 Establish date for joint Contractor and prospective MCO care team face-to-face introduction and meeting with member and member's family to occur no later than the member being twenty (20) years and six (6) months of age.



- 2.9.5.1.3.6 Contact member's primary care provider and/or specialist to discuss member's benefit limit change and review the transition plan of care.
- 2.9.5.1.3.7 Provide a semi-annual report to TennCare demonstrating the completion of the above items required in Section 2.9.5.1.3 for each member. This should not include the actual case notes referenced in Section 2.9.5.1.3.2.8.
- 2.9.5.1.4 For all members age twenty (20) years six (6) months and older receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, the Contractor shall:
  - 2.9.5.1.4.1 Continue to track all members internally in accordance with Sections 2.9.5.1.1.2, 2.9.5.1.2.2, and 2.9.5.1.3.2. Additionally, the Contractor's Care team will have weekly multidisciplinary care coordination reviews to discuss and provide status updates for all members at or older than twenty (20) years six (6) months of age receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria. The internal tracking mechanism shall include but is not limited to the following:
    - 2.9.5.1.4.1.1 Member Name;
    - 2.9.5.1.4.1.2 Demographics;
    - 2.9.5.1.4.1.3 1915(c) HCBS waiver status;
    - 2.9.5.1.4.1.4 Intellectual Disability/Developmental Disability (ID/DD) status;
    - 2.9.5.1.4.1.5 Current number of hours of HH or PDN;
    - 2.9.5.1.4.1.6 Ventilator or tracheostomy dependent, or other complex respiratory care needs that qualify for PDN as defined in TennCare Rule 1200-13-13-.01 (101);
    - 2.9.5.1.4.1.7 Date of completed listed milestone as appropriate;
    - 2.9.5.1.4.1.8 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, a brief description of why the Contractor was unable to complete listed milestone;
    - 2.9.5.1.4.1.9 Member transition plan of care.
  - 2.9.5.1.4.2 At least monthly include the care coordination team of the prospective MCO of the member in the multidisciplinary care coordination reviews.
  - 2.9.5.1.4.3 Re-evaluate all members and confirm if member is considering CHOICES or ECF CHOICES.
    - 2.9.5.1.4.3.1 For members receiving HH or PDN services above the adult benefit limit and/or coverage criteria considering home and community-based services CHOICES or ECF CHOICES the Contractor shall connect with LTSS to discuss transition of member.

This shall include but is not limited to discussing and initiating the intake process for CHOICES or ECF CHOICES. For CHOICES group 2 or 3, the member cannot enroll until age twenty-one (21), but the MCO can complete a person-centered support plan (PCSP) with the member/family to demonstrate what services will be provided. For ECF CHOICES, enrollment can occur earlier and allows the member to initiate some ECF CHOICES services and also begin the process of hiring CD workers if they choose that option.

- 2.9.5.1.4.4 For members not willing to transition to HH and/or PDN services, as applicable, that comport with adult benefit limits upon turning age 21, and considering home and community-based CHOICES or ECF CHOICES and not enrolled in a Section 1915(c) HCBS waiver, or alternatively, enrolled in a Section 1915(c) HCBS waiver, but not participating with the Contractor and the Independent Support Coordinator to make needed adjustments in the member's Individual Support Plan:
  - 2.9.5.1.4.4.1 Require the Medical Director (or equivalent) to conduct peer-to-peer review with the member's PCP of the care plan;
  - 2.9.5.1.4.4.2 Develop and provide a proposed plan that outlines how the services within CHOICES/ECF CHOICES program, in combination with medically necessary covered home health or private duty nursing for adults age 21 and older, as applicable, could support the member in lieu of current skilled or home health services, and in the case of a person enrolled in a Section 1915(c) HCBS waiver, in lieu of 1915(c) waiver services as well. The proposed plan will be developed based on the member's current diagnosis, medical and behavioral needs and not considered final. A complete CHOICES/ECF CHOICES assessment and development of the person-centered support plan would occur should the member choose to enroll in the CHOICES/ECF CHOICES program, which for a person enrolled in a Section 1915(c) HCBS waiver would require disenrollment from that waiver program;
  - 2.9.5.1.4.4.3 If the member is enrolled in a Section 1915(c) HCBS waiver, but not participating with the Contractor and the Independent Support Coordinator to make needed adjustments in the member's Person-Centered Support Plan, work with the Independent Support Coordinator to develop proposed updates to the member's PCSP that could, in combination with medically necessary covered home health or private duty nursing for adults age 21 and older, as applicable, support the member in lieu of current skilled or home health services. Preparation shall begin during the member's 19<sup>th</sup> year of age, and coordination shall occur beginning at age 20 and only if the member is above the adult benefit limit. The proposed plan will be developed based on the member's current diagnosis, medical and behavioral needs and shall not be considered final. Updates could be finalized with the member and their Circle of Support in order to facilitate timely transition to adult benefits; and
  - 2.9.5.1.4.4.4 Maintain detailed documentation of all contacts and activities described in this section, including efforts to educate the member and family, and to engage them in planning

for the member's transition to adult benefit limits and the development of home and community-based services (and other alternatives, as applicable) that could support the member in lieu of current skilled or home health services; and provide monthly reports to TennCare for each member outlining continued engagement, assessments, transition planning discussions and activities, reduction status and supporting documentation. The report shall also include clinical assessment documenting whether the patient is ventilator dependent or has a tracheostomy or other complex respiratory care needs that qualify for PDN and current skilled nursing needs.

- 2.9.5.1.4.5 Provide TennCare with a weekly report that identifies member name, identifying information and selected MCO. At TennCare's discretion, the report should contain at least the following elements:
  - 2.9.5.1.4.5.1 Member name;
  - 2.9.5.1.4.5.2 Demographics;
  - 2.9.5.1.4.5.3 1915(c) HCBS waiver status;
  - 2.9.5.1.4.5.4 Intellectual Disability/Developmental Disability (ID/DD) status;
  - 2.9.5.1.4.5.5 Initial MCO choice (at 20 ½ years of age);
  - 2.9.5.1.4.5.6 If no patient choice, auto assigned MCO at 20 ½ years of age;
  - 2.9.5.1.4.5.7 Transition plan (Yes/No);
  - 2.9.5.1.4.5.8 MCO assignment at 20 years and 9 months of age;
  - 2.9.5.1.4.5.9 In-person meeting between TennCare Select and assigned MCO regarding the impending transition;
  - 2.9.5.1.4.5.10 Date of change for MCO assignment since last report, if applicable.
- 2.9.5.1.5 For all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, that are eighteen (18) or nineteen (19) years of age during the implementation of the requirements in Sections 2.9.5.1.1 through 2.9.5.1.4. However, the Contractor shall not be required to perform the requirements applicable to the ages younger than the member. By way of example, if a member is nineteen (19) years of age during the first year of implementation of the requirements in Sections 2.9.5.1.1 through 2.9.5.1.4, within six (6) months the Contractor shall perform the requirements applicable in a member's nineteenth (19<sup>th</sup>) year of age per Section 2.9.5.1.2 but is not required to perform the requirements applicable in a member's eighteenth (18<sup>th</sup>) year of age per Section 2.9.5.1.1.
- 2.9.5.1.6 For all members that are twenty (20) years of age and receive HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, during the

implementation of the requirements in Section 2.9.5.1.3. However, the Contractor shall not be required to perform the requirements applicable to eighteen (18) year old members per Section 2.9.5.1.1 and nineteen (19) year old members per Section 2.9.5.1.2.

- 2.9.5.1.7 For any member that is twenty-one (21) years of age or older and receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, after the implementation of Sections 2.9.5.1.1 through 2.9.5.1.3 the Contractor shall perform the following requirements within fifteen (15) months of implementation of said requirements:
  - 2.9.5.1.7.1 Identify all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria.
  - 2.9.5.1.7.2 Create internal mechanism to track and review all cases, including outreach and education, assessment and transition planning discussions and activities for members who are receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria. The internal tracking mechanism should be able to provide status updates as requested and, in the form, and format determined by TennCare. The internal tracking mechanism shall include but is not limited to the following:
    - 2.9.5.1.7.2.1 Member Name;
    - 2.9.5.1.7.2.2 Demographics;
    - 2.9.5.1.7.2.3 1915(c) HCBS waiver status;
    - 2.9.5.1.7.2.4 Intellectual Disability/Developmental Disability (ID/DD) status;
    - 2.9.5.1.7.2.5 Current number of hours of HH or PDN;
    - 2.9.5.1.7.2.6 Ventilator or tracheostomy dependent, or other complex respiratory care needs that qualify for PDN;
    - 2.9.5.1.7.2.7 Date of completed listed milestone as appropriate;
    - 2.9.5.1.7.2.8 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, a brief description of why the Contractor was unable to complete listed milestone;
    - 2.9.5.1.7.2.9 Member transition plan of care.
  - 2.9.5.1.7.3 Complete the requirements of Section 2.9.5.1.2.5.
  - 2.9.5.1.7.4 Complete the requirements of Section 2.9.5.1.3.5.
  - 2.9.5.1.7.5 At the sole discretion of TennCare, an On Request Report (ORR) may be issued to the Contractor to obtain information for review by TennCare prior to the Contractor

issuing an adverse benefit determination (ABD), reducing PDN and/or HH for any member age twenty-one (21) years of age or older receiving PDN and/or HH services in excess of adult benefit limits and/or coverage criteria.

2.9.5.1.7.6 The ORR from TennCare may include requests for information and documentation, including but not limited to, transition planning discussions, nursing notes, home health aide notes, assessments, current plan of care, alternative plans of care, and information regarding missed shifts.

2.9.5.1.8 For all members eighteen (18) years of age or older who are receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, in compliance with an Administrative Law Judge's (ALJ) order or provided as a cost-effective alternative (CEA), the Contractor shall perform the following requirements:

2.9.5.1.8.1 Identify the applicable member.

2.9.5.1.8.2 Fulfill the requirements in Contract Section 2.9.5.1 for these members.

2.9.5.1.8.3 Six (6) months after the ALJ order or the determination of the cost-effective alternative and every six (6) months thereafter, complete internal re-assessment of skilled and unskilled hands-on care needs that includes input from the member, family, and home care agency staff, and review of service documentation regarding actual skilled and unskilled hands-on care services provided and their frequency. Additionally, this re-assessment shall address clinical respiratory evaluation for all members that are ventilator dependent or have a tracheostomy or other complex respiratory care needs.

2.9.5.1.8.4 The Contractor's Medical Director (or equivalent) shall conduct peer-to-peer review with the member's PCP of the care plan, determine if the member's clinical status has changed, the appropriateness of the ALJ ordered services, and/or whether the service still qualifies as a cost-effective alternative. Depending on the Contractor's determination, the Contractor shall take the appropriate action.

2.9.5.1.8.5 Provide TennCare with a semi-annual report demonstrating the above items required in section 2.9.5.1.8 for each applicable member.

## 2.9.6 Transition of Care

2.9.6.1 The Contractor shall actively assist members with chronic or acute medical or behavioral health conditions, members who are receiving long-term care services, and members who are pregnant in transitioning to another provider when a provider currently treating their chronic or acute medical or behavioral health condition, currently providing their long-term care services, or currently providing prenatal services has terminated participation with the Contractor. For CHOICES members, this assistance shall be provided by the member's care coordinator/care coordination team.

2.9.6.1.1 Except as provided below regarding members who are in their second or third trimester of pregnancy, the Contractor shall provide continuation of such provider for up to ninety (90) calendar days or until the member may be reasonably transferred to another provider without disruption of care, whichever is less.

- 2.9.6.1.2 For members in their second or third trimester of pregnancy, the Contractor shall allow continued access to the member's prenatal care provider and any provider currently treating the member's chronic or acute medical or behavioral health condition or currently providing long-term care services, through the postpartum period.
- 2.9.6.2 The Contractor shall actively assist members in transitioning to another provider when there are changes in providers. The Contractor shall have transition policies that, at a minimum, include the following:
  - 2.9.6.2.1 A schedule which ensures transfer does not create a lapse in service;
  - 2.9.6.2.2 For members in CHOICES Groups 2 and 3 or a 1915(c) waiver, the requirement for a HCBS provider that is no longer willing or able to provide services to a member to cooperate with the member's care coordinator or the ISC or I/DD case manager to facilitate a seamless transition to another HCBS provider (see Section 2.12.12.1) and to continue to provide services to the member until the member has been transitioned to another HCBS provider, as determined by the Contractor, or as otherwise directed by the Contractor (see Section 2.12.12.2);
  - 2.9.6.2.3 A mechanism for timely information exchange (including transfer of the member record);
  - 2.9.6.2.4 A mechanism for assuring confidentiality;
  - 2.9.6.2.5 A mechanism for allowing a member to request and be granted a change of provider;
  - 2.9.6.2.6 An appropriate schedule for transitioning members from one (1) provider to another when there is medical necessity for ongoing care.
  - 2.9.6.2.7 Specific transition language on the following special populations:
    - 2.9.6.2.7.1 Priority Enrollees;
    - 2.9.6.2.7.2 Persons who have addictive disorders;
    - 2.9.6.2.7.3 Persons who have co-occurring disorders of both mental health and substance use disorders; and
    - 2.9.6.2.7.4 Persons with behavioral health conditions who also have an I/DD (dually diagnosed). These members shall be allowed to remain with their providers of the services listed below for the minimum time frames set out below as long as the services continue to be medically necessary. The Contractor may shorten these transition time frames only when the provider of services is no longer available to serve the member or when a change in providers is agreed to in writing by the member.
      - 2.9.6.2.7.4.1 Mental health case management: three (3) months;
      - 2.9.6.2.7.4.2 Psychiatrist: three (3) months;
      - 2.9.6.2.7.4.3 Outpatient behavioral health therapy: three (3) months;
      - 2.9.6.2.7.4.4 Psychosocial rehabilitation and supported employment: three (3) months; and

2.9.6.2.7.4.5 Psychiatric inpatient or residential treatment and supported housing: six (6) months.

2.9.7 Care Coordination

2.9.7.1 General

2.9.7.1.1 The Contractor shall provide care coordination to all members enrolled in TennCare CHOICES in accordance with this Contract and to other TennCare members only in order to determine the member's eligibility for and facilitate the member's enrollment in TennCare CHOICES. Except for the initial process for current members that is necessary to determine the member's eligibility for and facilitate the member's enrollment in TennCare CHOICES, care coordination shall not be available to non-CHOICES members. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the requirements in this Section 2.9.7 applicable only to CHOICES Group 2 and/or 3 will not apply. If and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall, as directed by TennCare, comply with all of the requirements in this Section 2.9.7.

2.9.7.1.2 The Contractor shall provide care coordination in a comprehensive, holistic, person-centered manner.

2.9.7.1.3 For CHOICES members, the Contractor shall use care coordination as the continuous process of: (1) assessing a member's physical, behavioral, functional, and psychosocial needs; (2) identifying the physical health, behavioral health and long-term care services and other social support services and assistance (e.g., housing or income assistance) that are necessary to meet identified needs; (3) ensuring timely access to and provision, coordination and monitoring of physical health, behavioral health, and long-term care services needed to help the member maintain or improve their physical or behavioral health status or functional abilities and maximize independence; and (4) facilitating access to other social support services and assistance needed in order to ensure the member's health, safety and welfare, and as applicable, to delay or prevent the need for more expensive institutional placement.

2.9.7.1.4 For 1915(c) waiver members, the Contractor shall use support coordination as the continuous process of: assessment, planning, implementation, coordination, and monitoring of services and supports that assist individuals with intellectual and developmental disabilities to identify and achieve individualized goals related to work (in competitive, integrated employment), personal relationships, community involvement, understanding and exercising personal rights and responsibilities, financial management, increased independence and control over their own lives, and personal health and wellness as specified in the Person-Centered Support Plan (PCSP), and the tracking and measurement of progress and outcomes related to such individualized goals, as well as the provider's performance in supporting the person's achievement of these goals. Support Coordination shall be provided in a manner that

comports fully with standards applicable to person-centered planning for services delivered under Section 1915(c) of the Social Security Act.

#### 2.9.7.1.4.1

Specific tasks performed by the Support Coordination entity (the ISC or DIDD case manager for 1915(c) waiver members) shall include, but are not limited to general education about the waiver program and services, including individual rights and responsibilities; providing necessary information and support to the individual to support their direction of the person-centered planning process to the maximum extent desired and possible; initial and ongoing assessment of the individual's strengths, needs and preferences, including an understanding of what is important to and important for the person supported and the development of a PCSP that effectively communicates that information to those providing supports; identification and articulation in the PCSP of the person's individualized goals related to work, personal relationships, community involvement, understanding and exercising personal rights and responsibilities, financial management, increased independence and control over their own lives, and personal health and wellness, and actions necessary to support the person in achieving those outcomes; leveraging individual strengths, resources and opportunities available in the person's community, and natural supports available to the person or that can be developed in coordination with paid waiver services and other services and supports to implement identified action steps and enable the person to achieve their desired lifestyle and individualized goals for employment, personal relationships, community involvement, understanding and exercising personal rights and responsibilities, financial management, increased independence and self-determination, and personal health and wellness; initial and ongoing assessment of how Enabling Technology could be used to support the person's achievement of individualized goals and outcomes and planning and facilitation of Enabling Technology supports, as appropriate; facilitating an employment informed choice process with the expectation of exploring employment and supporting the person to make informed choices about work and other integrated service options; actual development, implementation, monitoring, ongoing evaluation, and updates to the PCSP as needed or upon request of the individual; additional tasks and responsibilities related to consumer direction of services eligible for consumer direction, as prescribed by TennCare; coordination with the individual's MCO (applicable for ISCs and DIDD case managers) and physical and behavioral health care providers and HCBS providers to improve and maintain health, support personal health and wellness goals, manage chronic conditions, and ensure timely access to and receipt of needed physical and Behavioral Health Services; supporting the individual's informed choice regarding services and supports they receive, providers who offer such services, and the setting in which services and supports are received which shall be integrated in, and support full access to the greater community, including opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community to the same degree of access as individuals not receiving Medicaid HCBS; assuring the personal rights of freedoms of persons supported, and supporting dignity of choice, including the right to exercise



independence in making decisions, and facilitation of supported decision making when appropriate; identification and mitigation of risks to help support personal choice and independence, while assuring health and safety; specific documentation of any modifications to HCBS settings requirements based on the needs of the individual and in accordance with processes prescribed in federal and state regulation and protocol; and monitoring implementation of the PCSP and initiating updates as needed and addressing concerns which may include reporting to management level staff within the provider agency; or reporting to DIDD when resolution is not achieved and the PCSP is not being implemented. The Support Coordination entity will provide the individual with information about self-advocacy groups and self-determination opportunities and assist in securing needed transportation supports for these opportunities when specified in the PCSP or upon request of the individual.

2.9.7.1.5 The Contractor shall not be directly responsible for the provision of Support Coordination for 1915(c) waiver members or ICF/IID members. The Contractor shall contract with Support Coordination agencies to deliver Support Coordination services for Statewide and CAC Waiver members. Support Coordination for Self-Determination waiver members will be provided by DIDD. For members receiving ICF/IID services, the facility's interdisciplinary team shall be responsible for the development, implementation documentation, monitoring and change of the Individual Program Plan. The Contractor shall be responsible for working with the entity responsible for support coordination to ensure timely access to physical and Behavioral Health Services, and coordination of physical and Behavioral Health Services and LTSS.

2.9.7.1.5.1 The Support Coordination entity shall initiate and oversee at least an annual reassessment of the individual's level of care eligibility, and initial and at least an annual assessment of the individual's experience to confirm that that the setting in which the individual is receiving services and supports comports fully with standards applicable to HCBS settings delivered under Section 1915(c) of the Social Security Act, including those requirements applicable to provider-owned or controlled homes, except as supported by the individual's specific assessed need and set forth in the PCSP. The Individual Experience Assessment shall be completed as prescribed by TennCare and the Support Coordination entity shall help to facilitate prompt remediation of any findings. The Employment Data Survey shall also be completed as prescribed by TennCare.

2.9.7.1.6 Long-term care services identified through care coordination and provided by the Contractor shall build upon and not supplant a member's existing support system, including but not limited to informal supports provided by family and other caregivers, services that may be available at no cost to the member through other entities, and services that are reimbursable through other public or private funding sources, such as Medicare or long-term care insurance. However, once a member qualifies for CHOICES, he or she is no longer eligible to receive services under the State-funded Options program (see Rule 0030-2-1-.01), and neither the State nor the Contractor can

require that services available to a member through CHOICES be provided instead through programs funded by Title III of the Older Americans Act;

- 2.9.7.1.7 The Contractor shall develop and implement policies and procedures for care coordination that comply with the requirements of this Contract.
- 2.9.7.1.7.1 The Contractor shall compute Care Coordination CHOICES-related timelines as follows;
- 2.9.7.1.7.2 The date of receipt of the referral by the Contractor (which shall not include any additional days for the Contractor to process the referral or assign to appropriate staff) shall be the anchor date for the referral process. The anchor date is not included in the calculation of days.
- 2.9.7.1.7.3 The anchor date for the enrollment process shall be the latter of 1) the date TennCare transmits the 834 file to the Contractor; or 2) the date of CHOICES enrollment as indicated on the 834 file. The anchor date is not included in the calculation of days.
- 2.9.7.1.7.4 The Business Day (see Section A.1.) immediately following the anchor date is day one (1) of timelines utilizing business days. Each subsequent business day is included in the computation.
- 2.9.7.1.7.5 The calendar day immediately following the anchor date is day one (1) of timelines utilizing calendar days. Each subsequent calendar day is included in the computation.
- 2.9.7.1.8 The Contractor's failure to meet requirements, including timelines, for care coordination set forth in this Contract, except for good cause, constitutes non-compliance with this Contract. Such failure shall not affect any determination of eligibility for CHOICES enrollment, which shall be based only on whether the member meets CHOICES eligibility and enrollment criteria, as defined pursuant to the Section 1115 TennCare Demonstration Waiver, federal and state laws and regulations, this Contract, and TennCare policies and protocols. Nor shall such failure affect any determination of coverage for CHOICES benefits which shall be based only on the covered benefits for the applicable CHOICES group in which the member is enrolled as defined pursuant to the Section 1115 TennCare Demonstration Waiver, federal and state laws and regulations, this Contract, and TennCare policies and protocols; and in accordance with requirements pertaining to medical necessity.
- 2.9.7.1.9 The Contractor shall ensure that its care coordination program complies with 42 CFR 438.208.
- 2.9.7.1.10 The Contractor shall ensure that, upon enrollment into CHOICES, the appropriate level of Population Health (see Section 2.8.4 of this Contract) activities are integrated with CHOICES care coordination processes and functions, and that the member's assigned care coordinator has primary responsibility for coordination of all the member's physical health, behavioral health, and long-term care needs. The care coordinator may use resources and staff from the Contractor's Population Health programs, including

persons with specialized expertise in areas such as behavioral health, to supplement but not supplant the role and responsibilities of the care coordinator/care coordination team.

## 2.9.7.2 Intake Process for Members New to Both TennCare and CHOICES

2.9.7.2.1 The Contractor shall refer all inquiries regarding CHOICES enrollment by or on behalf of individuals who are not enrolled with the Contractor to TennCare or its designee. The form and format for such referrals shall be developed in collaboration with the Contractor and TennCare or its designee.

2.9.7.2.2 TennCare or its designee will assist individuals who are not enrolled in TennCare with TennCare eligibility and CHOICES enrollment.

### 2.9.7.2.3 *Functions of the Single Point of Entry (SPOE)*

2.9.7.2.3.1 For persons wishing to apply for CHOICES, TennCare or its designee may employ a screening process, using the tools and protocols specified by TennCare, to assist with intake for persons new to both TennCare and CHOICES. Such screening process shall assess: (1) whether the applicant appears to meet categorical and financial eligibility criteria for CHOICES, and (2) whether the applicant appears to meet level of care eligibility for enrollment in CHOICES.

2.9.7.2.3.2 For persons identified by TennCare or its designee as meeting the screening criteria, or for whom TennCare or its designee opts not to use a screening process, TennCare or its designee will conduct a face-to-face intake visit with the applicant. As part of this intake visit TennCare or its designee will, using the tools and protocols specified by TennCare, conduct a level of care and needs assessment; and assess the member's existing natural support system, including but not limited to informal supports provided by family and other caregivers, services that may be available at no cost to the member through other entities, and services that are reimbursable through other public or private funding sources, such as Medicare or long-term care insurance.

2.9.7.2.3.3 TennCare or its designee shall conduct the intake visit, including the level of care and needs assessment, in the applicant's place of residence, except under extenuating circumstances (such as the member's hospitalization), which shall be documented in writing.

2.9.7.2.3.4 As part of the intake visit, TennCare or its designee shall: (1) document and confirm the applicant's current address and phone number(s); (2) provide general CHOICES education and information, as specified by TennCare, and assist in answering any questions the applicant may have; (3) provide information about estate recovery; (4) complete Medicaid and level of care (i.e., PAE) applications and provide assistance, as necessary, in gathering documentation needed by the State to determine TennCare eligibility; (5) provide choice counseling and facilitate the selection of an MCO by the applicant or their representative; (6) for applicants seeking enrollment in CHOICES

Group 1 or Group 2, provide information regarding freedom of choice of nursing facility versus CHOICES HCBS, both verbally and in writing, and obtain a Freedom of Choice form signed and dated by the applicant or their representative; (7) provide detailed information and obtain signed acknowledgement of understanding regarding a CHOICES member's responsibility with respect to payment of patient liability amounts, including, as applicable, the potential consequences for non-payment of patient liability which may include loss of the member's current nursing facility or CBRA provider or MCO, disenrollment from CHOICES, and to the extent the member's eligibility is dependent on receipt of long-term care services, possible loss of eligibility for TennCare; (8) for applicants who want to receive NF services, provide information regarding the completion of all PASRR requirements prior to nursing facility admission and conduct the level I PASRR screening; (9) for applicants who are seeking CHOICES HCBS: (a) conduct a risk assessment in accordance with protocols developed by TennCare and discuss with the applicant identified risks of receiving care in the home or community-based setting, the consequences of such risks, and strategies to mitigate the identified risks; and (b) provide information regarding consumer direction and obtain signed documentation of the applicant's interest in participating in consumer direction; and (10) provide information regarding next steps in the process including the need for approval by TennCare to enroll in CHOICES and the functions of the Contractor, including that the Contractor shall develop and approve a plan of care.

- 2.9.7.2.3.4.1 For any person under the age of 21 seeking admission to a nursing facility, the Contractor shall explain all available options, including EPSDT benefits, home health, and private duty nursing. The Contractor shall complete a comprehensive review of all HCBS options with the parent/guardian of any person under the age of 18, to include exploration of all LTSS program options utilizing the Community Informed Choice process and form as prescribed by TennCare. This form should be submitted along with all other supporting documentation with the PAE. In the event the Contractor was not notified prior to admission, this process must be completed within 30 days of notification, including submission of the form along with a comprehensive transition plan.
- 2.9.7.2.3.5 The State will be responsible for determining TennCare categorical and financial eligibility and level of care and enrolling eligible TennCare members into CHOICES.
- 2.9.7.2.3.6 TennCare will notify the Contractor via the outbound 834 enrollment file when a person has been enrolled in CHOICES, the member's CHOICES Group, and any applicable patient liability amounts (See Section 2.6.6). For members in CHOICES Group 2, TennCare will notify the Contractor of the member's cost neutrality cap (see definition in Section A.1 and Section 2.6.1.5.4), which shall be the average cost of Level 1 nursing facility care unless a higher cost neutrality cap is established by TennCare based on information submitted by the AAAD or MCO (as applicable) in the level of care

- 2.9.7.2.3.7 TennCare or its designee will make available to the Contractor the documentation from the intake visit, including but not limited to the member's current address and phone number(s), the member's level of care and needs assessment, the assessment of the member's existing natural support system, the member's risk assessment and documentation of the discussion regarding identified risk and mitigation strategies
- 2.9.7.2.4 *Functions of the Contractor for Members in CHOICES Group 1*
- 2.9.7.2.4.1 For members enrolled in CHOICES Group 1, who are, upon CHOICES enrollment, receiving nursing facility services, the Contractor shall reimburse such services in accordance with the level of reimbursement for nursing facility services (Level I or Level II) approved by TennCare (see Section 2.14.1.14), except that the Contractor may reimburse a facility at the Level I per diem rate when such rate is billed by the facility and there is an approved LOC eligibility segment for such level of reimbursement. Reimbursement for such services shall be from the current provider as of the effective date of CHOICES enrollment. The Contractor shall not move members enrolled in CHOICES Group 1 who are, upon CHOICES enrollment, receiving nursing facility services, to another facility unless: (1) the member or their representative specifically requests to move, which shall be documented in the member's file; (2) the member or their representative provides written consent to move based on quality or other concerns raised by the Contractor, which shall not include the nursing facility's rate of reimbursement; or (3) the facility where the member is residing is not a contract provider. If the nursing facility is a non-contract provider, the Contractor shall (a) provide continuation of the services pending enrollment of the facility as a contract provider (except a facility excluded for a 2-year period when the facility has withdrawn from Medicaid participation); (b) provide continuation of the services pending facilitation of the member's transition to a contract facility, subject to the member's agreement with such transition; or (c) may continue to reimburse services from the non-contract nursing facility in accordance with TennCare rules and regulations
- 2.9.7.2.4.2 The Contractor shall, within thirty (30) calendar days of notice of the member's enrollment in CHOICES, conduct a face-to-face visit with the member and perform any additional needs assessment deemed necessary by the Contractor (see Section 2.9.7.5.1). The care coordinator shall review the plan of care developed by the nursing facility and may supplement the plan of care as necessary and appropriate (see Section 2.9.7.6.1).
- 2.9.7.2.4.3 The Contractor shall not transition members in Group 1 to CHOICES HCBS unless the member chooses to receive CHOICES HCBS as an alternative to nursing facility care and is enrolled in Group 2 or a member enrolled in CHOICES on or after July 1, 2012 no longer meets nursing facility level of care but does meet the at-risk level of care and is enrolled in Group 3.
- 2.9.7.2.4.4 For purposes of the CHOICES program, the Contractor may decide whether it will issue service authorizations for nursing facility services, or whether it will instead

process claims for such services in accordance with the level of care (i.e., reimbursement, including the duration of such level of reimbursement) approved by TennCare (see Section 2.14.1.14), except that the Contractor may reimburse a facility at the Level I per diem rate when such rate is billed by the facility and there is an approved LOC eligibility segment for such level of reimbursement.

2.9.7.2.4.5 For CHOICES members approved by TennCare for Level II reimbursement of nursing facility services, the Contractor shall be responsible for monitoring the member's continued need for Medicaid reimbursed skilled and/or rehabilitation services, promptly notifying TennCare when such skilled and/or rehabilitative services are no longer medically necessary, and for the submission of information needed by TennCare to reevaluate the member's level of care (i.e., reimbursement) for nursing facility services (see also Section 2.14.1.14).

2.9.7.2.4.6 Any time the Contractor submits a level of care application to TennCare for a member in a Nursing Facility, the Contractor shall, as expeditiously as possible and within no more than two (2) business days, notify the Nursing Facility that a level of care application has been submitted, and shall provide a copy of such application to the Nursing Facility.

2.9.7.2.5 *Functions of the Contractor for Members in CHOICES Groups 2 and 3*

2.9.7.2.5.1 For members enrolled in CHOICES Group 2 who are, upon CHOICES enrollment, receiving community-based residential alternative services that are covered in CHOICES, the Contractor shall, immediately upon notice of the member's enrollment in CHOICES, authorize such services from the current provider as of the effective date of CHOICES enrollment. The Contractor shall not transition members enrolled in CHOICES Group 2 who are, upon CHOICES enrollment, receiving services in a community-based residential alternative setting to another facility unless: (1) the member or their representative specifically requests to move, which shall be documented in the member's file; (2) the member or their representative provides written consent to move based on quality or other concerns raised by the Contractor; or (3) the facility where the member is residing is not a contract provider; if the facility is a non-contract provider, the Contractor shall authorize medically necessary services from the non-contract provider for at least thirty (30) days which shall be extended as necessary to ensure continuity of care pending the facility's enrollment with the Contractor or the member's transition to a contract provider.

2.9.7.2.5.2 For members in CHOICES Group 2 who upon CHOICES enrollment are receiving services in a community-based residential alternative setting, within ten (10) business days of notice of the member's enrollment in CHOICES the care coordinator shall conduct a face-to-face visit with the member, perform a comprehensive needs assessment (see Section 2.9.7.5), develop a plan of care (see Section 2.9.7.6), and authorize and initiate additional CHOICES HCBS specified in the plan of care (i.e., assistive technology).

- 2.9.7.2.5.3 The care coordinator shall, for all other CHOICES members in Groups 2 and 3 not specified in Sections 2.9.7.2.5.1 – 2.9.7.2.5.2 above, within ten (10) business days of notice of the member’s enrollment in CHOICES, conduct a face-to-face visit with the member, perform a comprehensive needs assessment (see Section 2.9.7.5), conduct a caregiver assessment, develop a plan of care (see Section 2.9.7.6), and authorize and initiate CHOICES HCBS.
- 2.9.7.2.5.4 At the discretion of the Contractor, authorization of home health or private duty nursing services may be completed by the care coordinator or through the Contractor’s established UM processes but shall be in accordance with Section 2.9.2.1 of this Contract, which requires the Contractor to continue providing medically necessary home health or private duty nursing services the member was receiving upon TennCare enrollment.
- 2.9.7.2.5.5 The Contractor shall not admit a member enrolled in CHOICES Group 2 to a nursing facility unless the member meets nursing facility level of care in place at the time of admission and (1) is expected to require short-term nursing facility services for ninety (90) days or less; (2) chooses to transition to a nursing facility and enroll in Group 1; or (3) the Contractor determines that it cannot safely and effectively meet the needs of a Group 2 member and at a cost that is less than the member’s cost neutrality cap and the member agrees to transition to a nursing facility and enroll in Group 1.
- 2.9.7.2.5.6 The Contractor shall not admit a member enrolled in CHOICES Group 3 to a nursing facility unless the member meets nursing facility level of care in place at the time of admission and: (1) is expected to require short-term nursing facility services for ninety (90) days or less; or (2) chooses to transition to a nursing facility and enroll in Group 1.
- 2.9.7.2.5.7 In preparation for the face-to-face visit, the care coordinator shall review in-depth the information from the SPOE’s intake process (see Section 2.9.7.2.3), and the care coordinator shall consider that information, including the services identified by TennCare or its designee, when developing the member’s plan of care.
- 2.9.7.2.5.8 As part of the face-to-face visit for members in CHOICES Group 2, the Care Coordinator shall make a determination regarding whether the person’s needs can be safely and effectively met in the community and at a cost that does not exceed nursing facility care, and provide explanation to the member regarding the individual cost neutrality cap, including that a change in needs or circumstances that would result in the cost neutrality cap being exceeded or that would result in the Contractor’s inability to safely and effectively meet the member’s needs in the community and within the cost neutrality cap may result in the member’s disenrollment from CHOICES Group 2, in which case, the member’s care coordinator will assist with transition to a more appropriate care delivery setting;
- 2.9.7.2.5.8.1 If the Care Coordinator determines that the member’s needs cannot be safely met in the community within the member’s individual cost neutrality cap, the Care

Coordinator shall assist the member in transitioning to a more appropriate care delivery setting, or if the member refuses, proceed with disenrollment from CHOICES.

- 2.9.7.2.5.9 As part of the face-to-face visit for members in CHOICES Group 3, the Care Coordinator shall provide explanation to the member regarding the expenditure cap and make a determination whether the member's needs can be safely met within the array of services and supports that would be available if the applicant was enrolled in CHOICES Group 3, including CHOICES HCBS up to the expenditure cap, non-CHOICES HCBS available through TennCare (e.g., home health), services available through Medicare, private insurance or other funding sources, and unpaid supports provided by family members and other caregivers and make a determination whether the member's need can be safely met within the array of services and supports that would be available if the applicant was enrolled in CHOICES Group 3, including CHOICES HCBS up to the expenditure cap, non-CHOICES HCBS available through TennCare (e.g., home health), services available through Medicare, private insurance or other funding sources, and unpaid supports provided by family members and other caregivers;
- 2.9.7.2.5.9.1 If the member has been conditionally enrolled into CHOICES Group 3 and is in a nursing facility, the Care Coordinator shall work with the nursing facility to coordinate timely transition to the community and initiation of CHOICES HCBS.
- 2.9.7.2.5.9.2 If the Care Coordinator determines that the member's needs cannot be safely met in the community within the array of services and supports that would be available as described in Section 2.9.7.2.5.9 the Care Coordinator shall, in a manner prescribed by TennCare, complete a *Safety Determination Request Form*, including all required documentation as required by TennCare, and coordinate with TennCare to review the member's level of care, and if nursing facility level of care is approved, to facilitate transition to CHOICES Group 1 or 2.
- 2.9.7.2.5.10 As part of the face-to-face visit for members in CHOICES Group 2 or Group 3, the care coordinator shall review, and revise as necessary, the member's risk assessment, and develop a risk agreement, which shall document identified risks to the member, the consequences of such risks, strategies to mitigate the identified risks, and the member's decision regarding their acceptance of risk. The risk agreement shall be signed and dated by the member and shall also be signed by the care coordinator, attesting that such risks and strategies have been discussed with the member or their representative prior to their decision to accept such risk.
- 2.9.7.2.5.11 As part of the face-to-face visit, for members determined to need eligible CHOICES HCBS, the care coordinator shall verify the member's interest in participating in consumer direction and obtain written confirmation of the member's decision. The care coordinator shall also, using current information regarding the Contractor's network, provide member education regarding choice of contract providers for CHOICES



HCBS, subject to the provider's availability and willingness to timely deliver services, and obtain signed confirmation of the member's choice of contract providers.

- 2.9.7.2.5.12 For purposes of CHOICES HCBS, service authorizations shall include the amount, frequency, and duration of each service to be provided and the schedule at which such care is needed, as applicable; the requested start date; and other relevant information as prescribed by TennCare. The Contractor shall be responsible for confirming the provider's capacity and commitment to initiate services as authorized on or before the requested start date, and if the provider is unable to initiate services as authorized on or before the requested start date, for arranging an alternative provider who is able to initiate services as authorized on or before the requested start date.
- 2.9.7.2.5.13 The member's care coordinator/care coordination team shall provide at least verbal notification to the member prior to initiation of CHOICES HCBS identified in the plan of care regarding any change in providers selected by the member for each CHOICES HCBS, including the reason such change has been made.
- 2.9.7.2.5.14 If the Contractor is unable to initiate any CHOICES HCBS in accordance with the time frames specified herein, the Contractor shall issue written notice to the member, documenting the service(s) that will be delayed, the reasons for the delay, and the date the service(s) will start, and shall make good faith efforts to ensure that services are provided as soon as practical.
- 2.9.7.2.5.15 TennCare may establish, pursuant to policies and protocols for management of waiting lists, alternative time frames for completion of specified intake functions and activities when there is a waiting list.
- 2.9.7.2.5.16 Caregiver Assessment
- 2.9.7.2.5.16.1 *For members in Groups 2 and 3*
- 2.9.7.2.5.16.1.1 The care coordinator shall conduct a caregiver assessment using a tool prior approved by TennCare and in accordance with protocols specified by TennCare as part of its face-to-face visit with new members in CHOICES Groups 2 and 3 (see Section 2.9.7.2.5) and as part of its face-to-face intake visit for current members applying for CHOICES Groups 2 and 3.
- 2.9.7.2.5.16.1.2 At a minimum, for members in CHOICES Groups 2 and 3, the caregiver assessment shall include: (1) an overall assessment of the family member(s) and/or caregiver(s) providing services to the member to determine the willingness and ability of the family member(s) or caregiver(s) to contribute effectively to the needs of the member, including employment status and schedule, and other care-giving responsibilities (2) an assessment of the caregiver's own health and well-being, including medical, behavioral, or physical limitations as it relates to the caregiver's ability to support the member; (3) an assessment of the caregiver's level of stress related to care-giving responsibilities and any feelings of being overwhelmed; (4) identification of the

caregiver's needs for training in knowledge and skills in assisting the person needing care; and (5) identification of any service and support needs to be better prepared for their care-giving role.

2.9.7.2.5.16.1.3 The caregiver assessment shall be conducted at least once every 365 days as part of the annual review, upon a significant change in circumstances as defined in Section 2.9.7.11.2.1.17, and as the care coordinator deems necessary.

2.9.7.2.5.16.1.4 All requirements pertaining to caregiver assessments shall be effective as of July 1, 2015.

### 2.9.7.3 CHOICES Intake Process for the Contractor's Current Members

2.9.7.3.1 The Contractor shall develop and implement policies and procedures for ongoing identification of members who may be eligible for CHOICES. The Contractor shall use the following, at a minimum, to identify members who may be eligible for CHOICES:

2.9.7.3.1.1 Referral from member's PCP, specialist or other provider or other referral source;

2.9.7.3.1.2 Self-referral by member or referral by member's family or guardian;

2.9.7.3.1.3 Identification by the Contractor of a member receiving home health or private duty nursing services who will be subject to a reduction in covered services provided by the Contractor upon turning twenty-one (21) years of age (see Section 2.9.5).

2.9.7.3.1.4 Referral from Contractor's staff including but not limited to Population Health and UM staff;

2.9.7.3.1.5 Notification of hospital admission (see Section 2.12.9.44); and

2.9.7.3.1.6 Periodic review (at least quarterly) of:

2.9.7.3.1.6.1 Claims or encounter data;

2.9.7.3.1.6.2 Hospital admission or discharge data;

2.9.7.3.1.6.3 Pharmacy data; and

2.9.7.3.1.6.4 Data collected through the Population Health and/or UM processes.

2.9.7.3.1.6.5 The Contractor may define in its policies and procedures other steps that will be taken to better assess if the members identified through means other than referral or notice of hospital admission will likely qualify for CHOICES and may target its screening and intake efforts to a more targeted list of persons that are most likely to need and to qualify for CHOICES services.

- 2.9.7.3.1.6.6 TennCare may establish, pursuant to policies and protocols for management of waiting lists, alternative time frames for completion this task when there is a waiting list.
- 2.9.7.3.2 As part of its identification process for members who may be eligible for CHOICES, the Contractor may initiate a telephone screening process, using the tool and protocols specified by TennCare. Such screening process shall: (1) verify the member's current eligibility category based on information provided by TennCare in the outbound 834 enrollment file; for persons seeking access to CHOICES HCBS through enrollment in CHOICES Groups 2 or 3, identify whether the member meets categorical eligibility requirements for enrollment in such group based on their current eligibility category, and if not, whether the member appears to meet categorical and financial eligibility criteria for the Institutional (i.e., CHOICES 217-Like HCBS or CHOICES At-Risk Demonstration) category; (2) determine whether the member appears to meet level of care eligibility for CHOICES; and (3) for members seeking access to CHOICES HCBS through enrollment in CHOICES Group 2, determine whether it appears that the member's needs can be safely and effectively met in the community and at a cost that does not exceed nursing facility care. Such telephone screening shall be conducted at the time of the initial call by the Contractor unless the member requests that the screening be conducted at another time, which shall be documented in writing in the CHOICES intake record.
- 2.9.7.3.3 For CHOICES referrals by or on behalf of a potential CHOICES member, regardless of referral source, if the Contractor opts to use a telephone screening process, the Contractor shall make every effort to conduct such screening process at the time of referral, unless the person making the referral is not able or not authorized by the member to assist with the screening process, in which case the Contractor shall complete the telephone screening process as expeditiously as possible.
- 2.9.7.3.3.1 Documentation of at least three (3) attempts occurring over a period of no less than three (3) days to contact the member by phone (which shall include at least one (1) attempt to contact the member at the number most recently reported by the member and at least one (1) attempt to contact the member at the number provided in the referral, if different, and which shall occur at different times of the day and evening, including after business hours), followed by a letter sent to the member's most recently reported address that provides information about CHOICES and how to obtain a screening for CHOICES, shall constitute sufficient effort by the Contractor to assist a member who has been referred for CHOICES, regardless of referral source. TennCare will review the Contractor's referral data, including the number of referred members the Contractor is unable to reach, and may institute additional requirements as necessary to ensure reasonable efforts to reach the member and complete the referral and intake process.
- 2.9.7.3.4 For persons identified through notification of hospital admission, the Contractor shall work with the discharge planner to determine whether long-term care services may be needed upon discharge, and if so, shall complete all applicable screening and/or intake

processes immediately to facilitate timely transition to the most integrated and cost-effective long-term care delivery setting appropriate for the member's needs.

- 2.9.7.3.5 For identification by the Contractor of a member who may be eligible for CHOICES by means other than referral or notice of hospital admission, if the Contractor opts to use a telephone screening process, the Contractor shall complete the telephone screening process as expeditiously as possible.
- 2.9.7.3.5.1 Documentation of at least one (1) attempt to contact the member by phone at the number most recently reported by the member, followed by a letter sent to the member's most recently reported address that provides information about CHOICES and how to obtain a screening for CHOICES shall constitute sufficient effort by the Contractor to assist a member that has been identified by the Contractor by means other than referral.
- 2.9.7.3.6 If the Contractor uses a telephone screening process, the Contractor shall document all screenings conducted by telephone and their disposition, with a written record.
- 2.9.7.3.7 If the member does not meet the telephone screening criteria, the Contractor shall within five (5) business days of the screening notify the member verbally and in writing in the format prescribed by TennCare: (1) that he/she does not appear to meet the criteria for enrollment in CHOICES; (2) that he/she has the right to continue with the CHOICES intake process and, if determined not eligible, to receive notice of such denial, including the member's due process right to appeal; and (3) how, if the member wishes to proceed with the CHOICES intake process, the member can submit a written request to proceed with the CHOICES intake process to the Contractor. In the event that a member does submit such written request, the Contractor shall process the request as a new referral and shall conduct a face-to-face intake visit, including level of care assessment and needs assessment, within ten (10) business days of receipt of the member's written request, unless a later date is requested by the member, which shall be documented in writing in the CHOICES intake record.
- 2.9.7.3.8 If, through the screening process described above, or upon other identification by the Contractor of a member who appears to be eligible for CHOICES for whom the Contractor opts not to use such screening process, the care coordinator shall conduct a face-to-face intake visit with the member that includes a level of care assessment and a needs assessment (see Section 2.9.7.5) using tool(s) prior approved by TennCare and in accordance with the protocols specified by TennCare.
- 2.9.7.3.8.1 For members in a nursing facility or seeking nursing facility services, the care coordinator shall perform any additional needs assessment deemed necessary by the Contractor (see Section 2.9.7.5.1).
- 2.9.7.3.8.2 For members seeking CHOICES HCBS (through enrollment in CHOICES Group 2 or 3), the care coordinator shall, using the tools and protocols specified by TennCare, assess the member's existing natural support system, including but not limited to

informal supports provided by family and other caregivers, services that may be available at no cost to the member through other entities, and services that are reimbursable through other public or private funding sources, such as Medicare or long-term care insurance; and identify the long-term care services and home health and/or private duty nursing services that may be needed by the member upon enrollment into CHOICES that would build upon and not supplant a member's existing natural support system.

#### 2.9.7.3.9

As part of the face-to-face intake visit, the care coordinator shall: (1) document and confirm the applicant's current address and phone number(s) and assist the member in updating their address with TennCare or the Social Security Administration, if applicable; (2) provide general CHOICES education and information, as specified by TennCare, to the member and assist in answering questions the member may have; (3) provide information about estate recovery; (4) provide assistance, as necessary, in gathering documentation needed by TennCare to determine categorical/financial eligibility for LTSS; (5) for members seeking enrollment in CHOICES Group 1 or Group 2, provide information regarding freedom of choice of nursing facility versus CHOICES HCBS, both verbally and in writing, and obtain a Freedom of Choice form signed and dated by the member or their representative; (6) provide detailed information and signed acknowledgement of understanding regarding a CHOICES member's responsibility with respect to payment of patient liability amounts, including, as applicable, the potential consequences for non-payment of patient liability which may include loss of the member's current nursing facility or CBRA provider or MCO, disenrollment from CHOICES, and to the extent the member's eligibility is dependent on receipt of long-term care services, possible loss of eligibility for TennCare; and (7) for members who want to receive nursing facility services, provide information regarding the completion of all PASRR requirements prior to nursing facility admission and conduct the level I PASRR screening; (8) for members who are seeking CHOICES HCBS, the care coordinator, shall: (a) conduct a risk assessment using a tool and protocol specified by TennCare and shall develop, as applicable, a risk agreement that shall be signed and dated by the member or their representative and which shall document identified risks to the member, the consequences of such risks, strategies to mitigate the identified risks, and the member's decision regarding their acceptance of risk, and which shall also be signed by the care coordinator, attesting that such risks and strategies have been discussed with the member or their representative prior to their decision to accept such risk; and (b) provide information regarding consumer direction and obtain written confirmation of the member's decision regarding participation in consumer direction; (9) for members seeking enrollment in Group 2, make a determination regarding whether the person's needs can be safely and effectively met in the community and at a cost that does not exceed nursing facility care, and provide explanation to the member regarding the individual cost neutrality cap, including that a change in needs or circumstances that would result in the cost neutrality cap being exceeded or that would result in the Contractor's inability to safely and effectively meet the member's needs in the

community and within the cost neutrality cap may result in the member's disenrollment from CHOICES Group 2, in which case, the member's care coordinator will assist with transition to a more appropriate care delivery setting; (10) for members seeking enrollment in Group 3, provide explanation to the member regarding the cap and make a determination whether the member's needs can be safely met within the array of services and supports that would be available if the applicant was enrolled in CHOICES Group 3, including CHOICES HCBS up to the expenditure cap, non-CHOICES HCBS available through TennCare (e.g., home health), services available through Medicare, private insurance or other funding sources, and unpaid supports provided by family members and other caregivers; and (11) for all members, using current information regarding the Contractor's network, provide information regarding choice of contract providers, subject to the provider's availability and willingness to timely deliver services, and obtain signed documentation of the member's choice of contract providers.

- 2.9.7.3.10 If the member does not meet appear to meet CHOICES enrollment criteria, the care coordinator may advise the member verbally: (1) that he/she does not appear to meet the criteria for enrollment in CHOICES; but shall also advise the member (2) that he/she has the right to continue with the CHOICES intake process and, if determined not eligible, to receive notice of such denial, including the member's due process right to a fair hearing.
- 2.9.7.3.10.1 The decision to discontinue the CHOICES intake process must be made by the member or the member's representative and the Contractor shall not encourage the member or member's representative to discontinue the process;
- 2.9.7.3.10.2 Upon the member's decision to continue the CHOICES intake, the care coordinator shall continue the intake process and complete all required activities, including submission of the level of care to TennCare; or
- 2.9.7.3.10.3 Upon the member's decision to discontinue the CHOICES intake process, the care coordinator shall, in the manner prescribed by TennCare, document the member's decision to terminate the CHOICES intake process, including the member's or representative's signature and date. The Contractor shall maintain this documentation in the member's record and provide a copy to the member/representative.
- 2.9.7.3.10.4 The Contractor shall provide the member with information about how to initiate a new CHOICES screening and intake process in the future.
- 2.9.7.3.11 If, during the face-to-face intake visit the member or the member's representative elects to terminate the intake process for any other reason (e.g., estate recovery, patient liability, or does not need the services available through CHOICES), the care coordinator shall, in the manner prescribed by TennCare, document the member's decision to terminate the CHOICES intake process, including the member's or representative's signature and date. The Contractor shall maintain this documentation in the member's record and provide a copy to the member/representative.

- 2.9.7.3.11.1 The decision to discontinue the CHOICES intake process must be made by the member or the member's representative and the Contractor shall not encourage the member or member's representative to discontinue the process;
- 2.9.7.3.11.2 The Contractor shall provide the member with information about how to initiate a new CHOICES screening and intake process in the future.
- 2.9.7.3.12 For CHOICES referrals by or on behalf of a potential CHOICES member, regardless of referral source, the care coordinator shall conduct the face-to-face intake visit and shall develop a plan of care, as appropriate (see Section 2.9.7.6), within ten (10) business days of receipt of such referral, unless a later date is requested by the member, which shall be documented in writing in the CHOICES intake record.
- 2.9.7.3.13 For members identified by the Contractor as potentially eligible for CHOICES by means other than referral, the care coordinator shall conduct the face-to-face intake visit and shall develop a plan of care, as appropriate (see Section 2.9.7.6), within thirty (30) days of identification of the member as potentially eligible for CHOICES. For persons identified through notification of hospital admission, the Contractor shall coordinate with the hospital discharge planner to determine whether long-term care services may be needed upon discharge, and if so, complete all applicable screening and/or intake processes immediately to facilitate timely transition to the most integrated and cost-effective long-term care delivery setting appropriate for the member's needs.
- 2.9.7.3.14 Once completed, in the manner prescribed by TennCare, the Contractor shall submit the level of care (i.e., PAE application) and, for members requesting CHOICES HCBS, supporting documentation, as specified by TennCare, to verify that the member's needs can be safely and effectively met in the community and within the cost neutrality cap or expenditure cap, as applicable, to TennCare as soon as possible but no later than five (5) business days of the face-to-face visit.
- 2.9.7.3.14.1 If the Contractor determines that the member's assessed acuity score is less than nine (9) and the member's needs cannot be safely met in the community within the array of services and supports available if the member were enrolled in Group 3, or the member or their representative request a safety determination, the Contractor shall, in accordance with time frames specified in 2.9.7.3.14 and in a manner specified in TennCare protocol, complete the Safety Determination Request Form, including all required documentation, and submit the completed Safety Determination Request Form to TennCare along with the member's completed PAE.
- 2.9.7.3.14.2 If the Contractor is unable to obtain the supporting documentation within five (5) business days, such as required medical information, and the absence of such documentation delays the submission of the PAE to TennCare, the Contractor must document and continue efforts to collect supporting documentation. Such efforts may include assisting member to secure physician visit, and or other medical appointments necessary in order to obtain required supporting documentation.

- 2.9.7.3.14.3 Efforts to collect supporting documentation required for the submission of the PAE shall include at least three (3) attempts utilizing the following methods or combination of methods: contacting the physician, medical facility, or other healthcare entity by telephone, fax and/or in writing; visiting the healthcare entity, if possible and practicable, to request and/or pick up the required documentation; and contacting the member by phone, face-to-face, or in writing to request assistance in obtaining the needed documentation. Multiple faxes or calls to the physician or provider shall not be sufficient. If a recent history and physical or other medical records supporting the functional deficits are not available (e.g., the applicant has not received medical care in the last 365 days), the Contractor shall help to arrange an appointment with the member's primary care provider in order to obtain the needed information.
- 2.9.7.3.14.4 The Contractor must submit the PAE to TennCare within twenty (20) business days from the date of the face-to-face visit, regardless of whether the Contractor has received the supporting documentation. After submitting the PAE to TennCare, if the PAE submission results in a denial, the Contractor shall continue diligent efforts to collect supporting documentation as specified in Section 2.9.7.3.14.2. Pursuant to TennCare Rules, if within thirty (30) calendar days of the initial PAE denial, the Contractor obtains additional supporting documentation, the Contractor shall submit a revised PAE with the supporting documentation. After thirty (30) calendar days from the initial PAE denial have passed, the Contractor shall have no obligation to make efforts to collect supporting documentation but shall be required to submit a new PAE with supporting documentation to TennCare if such documentation is subsequently received.
- 2.9.7.3.15 The Contractor shall be responsible for ensuring that the level of care, including Safety Determination Request Form, as applicable, is accurate and complete, satisfies all technical requirements specified by TennCare, and accurately reflects the member's current medical and functional status based on information gathered, at a minimum, from the member, their representative, the Care Coordinator's direct observations, and the history and physical or other medical records which shall be submitted with the application. The Contractor shall note in the level of care any discrepancies between these sources of information and shall provide explanation regarding how the Contractor addressed such discrepancies in the level of care.
- 2.9.7.3.15.1 If TennCare receives a safety request from a NF or hospital on behalf of one of the Contractor's members, and the request contains insufficient medical evidence for TennCare to make a safety determination, TennCare may request that the Contractor conduct an assessment pursuant to TennCare Rules to gather additional information needed by TennCare to make a safety determination. If TennCare makes such a request, the Contractor shall conduct the assessments required pursuant to TennCare Rules and complete the Safety Determination Request Form, including all required documentation, within five (5) business days from notification by TennCare, except when a delay results from the needs or request of the member which shall be documented in writing.



- 2.9.7.3.16 If the member is seeking access to CHOICES HCBS through enrollment in CHOICES Group 2 and the enrollment target for CHOICES Group 2 has been reached, the Contractor shall notify TennCare, at the time of submission of the level of care and needs assessment and plan of care, as appropriate, whether the person shall be placed on a waiting list for CHOICES Group 2. If the Contractor wishes to enroll the person in CHOICES Group 2 as a cost-effective alternative (CEA) to nursing facility care that would otherwise be provided, the Contractor shall submit to TennCare the following:
- 2.9.7.3.16.1 A written summary of the Contractor's CEA determination, including an explanation of the member's circumstances which warrant the immediate provision of nursing facility services unless CHOICES HCBS are immediately available.
- 2.9.7.3.16.2 TennCare may request additional information as needed to confirm the Contractor's CEA determination and/or provider capacity to meet the member's needs, and shall, only upon receipt of satisfactory documentation, enroll the member in CHOICES.
- 2.9.7.3.17 The Contractor shall be responsible for (1) advising members who appear to meet the nursing facility level of care that are seeking access to CHOICES HCBS through enrollment in CHOICES Group 2 when an enrollment target has been (or will soon be) reached; (2) advising such persons that they may choose to receive nursing facility services if CHOICES Group 2 HCBS are not immediately available; (3) determining whether the person wants nursing facility services if CHOICES Group 2 HCBS are not immediately available; and (4) at the Contractor's sole discretion, making a determination regarding whether enrollment in Group 2 constitutes a CEA because the immediate provision of nursing facility services will otherwise be required and submitting appropriate documentation to TennCare if there is a waiting list for CHOICES Group 2 but the Contractor chooses to enroll a member in Group 2 as a CEA (see Section 2.9.7.3.15.1).
- 2.9.7.3.18 The State will be responsible for determining TennCare categorical and financial eligibility and level of care and enrolling eligible TennCare members into CHOICES.
- 2.9.7.3.19 TennCare will notify the Contractor via the outbound 834 enrollment file when a person has been enrolled in CHOICES and, if the member is enrolled in CHOICES, the member's CHOICES Group and applicable patient liability amounts (see Section 2.6.7). For members in CHOICES Group 2, TennCare will notify the Contractor of the member's cost neutrality cap (see definition in Section A.1 and see Section 2.6.1.5.2.3), which shall be the average cost of Level 1 nursing facility care unless a higher cost neutrality cap is established by TennCare based on information submitted by the AAAD or MCO (as applicable) in the level of care.
- 2.9.7.3.20 For all newly enrolled CHOICES Group 1 members, the Contractor shall reimburse NF services in accordance with the level of nursing facility services or reimbursement approved by TennCare, and as of the effective date of CHOICES enrollment, except that the Contractor may reimburse a lesser level of service which such lesser level of service is billed by the facility.

- 2.9.7.3.21 For the Contractor's current members enrolled into CHOICES Group 2 or Group 3, the member's Care Coordinator shall within ten (10) business days of notice of the member's enrollment in CHOICES Group 2 or Group 3, authorize and initiate CHOICES HCBS.
- 2.9.7.3.21.1 For purposes of the CHOICES program, service authorizations for CHOICES HCBS shall include the amount, frequency, and duration of each service to be provided, and the schedule at which such care is needed, as applicable; and other relevant information as prescribed by TennCare. The Contractor may determine the duration of time for which CHOICES HCBS will be authorized. However, the Contractor shall be responsible for monitoring its authorizations and for ensuring that there are no gaps in authorizations for CHOICES HCBS in accordance with the plan of care. The Contractor shall further be responsible for ensuring that service authorizations are consistent with the plan of care, including the schedule at which services are needed and any updates to the plan of care and/or schedule, and except in the following circumstance, for notifying providers in advance when a service authorization (including a schedule) will be changed. Retroactive entry or adjustments in service authorizations for CHOICES HCBS should be made only when required to accommodate payment of services that had been authorized but an adjustment in the schedule of services was required based on the member's needs.
- 2.9.7.3.21.2 Notwithstanding the address and/or phone number in the 834 file, for purposes of the EVV system (see Section 2.9.7.14.5.), the Contractor shall use the member's address or phone number or appropriate alternative phone number as confirmed during the intake visit (see Section 2.9.7.3.9.) and updated (as applicable) during subsequent care coordination contacts (see Section 2.9.7.13.2.1.5), through EVV alert monitoring or other member contacts for all HCBS that will be logged into the EVV system.
- 2.9.7.3.21.3 Except as required pursuant to Section 2.14.5.8, the Contractor may decide whether it will issue service authorizations for nursing facility services, or whether it will instead process claims for such services in accordance with the level of care and/or reimbursement (including the duration of such level of care and/or reimbursement) approved by TennCare (see Section 2.14.1.15). The Contractor may however reimburse a facility at the Level I per diem rate when such rate is billed by the facility and there is an approved LOC eligibility segment for such level of reimbursement. If the Contractor elects to authorize nursing facility services, the Contractor may determine the duration of time for which nursing facility services will be authorized. However, the Contractor shall be responsible for monitoring its authorizations and for ensuring that there are no gaps in authorizations for CHOICES nursing facility services in accordance with the level of care and/or reimbursement approved by TennCare. Retroactive entry or adjustments in service authorizations for nursing facility services should be made only upon notification of retroactive enrollment into or disenrollment from CHOICES Group 1a or 1b via the outbound 834 file from TennCare.

- 2.9.7.3.21.4 The Contractor shall provide at least verbal notice to the member prior to initiation of CHOICES HCBS identified in the plan of care regarding any change in providers selected by the member for each CHOICES HCBS; including the reason such change has been made. If the Contractor is unable to place a CHOICES Group 1 or 2 member in the nursing facility or community-based residential alternative setting requested by the member, the care coordinator shall meet with the member and their representative to discuss the reasons why the member cannot be placed with the requested facility, discuss the available options, and identify an alternative facility.
- 2.9.7.3.21.5 If the Contractor is unable to initiate any long-term care service within the time frames specified in this Contract, the Contractor shall issue written notice to the member, documenting the service(s) that will be delayed, the reasons for the delay and the date the service(s) will start, and shall make good faith efforts to ensure that services are provided as soon as practical.
- 2.9.7.3.21.6 For members enrolled in CHOICES Groups 1 or 2 who are, upon CHOICES enrollment, receiving nursing facility or community-based residential alternative services from a contract provider, the Contractor shall authorize such services from the current provider as of the effective date of CHOICES enrollment. The Contractor shall not move members enrolled in CHOICES Groups 1 or 2 who are, upon CHOICES enrollment, receiving services in a nursing facility or community-based residential alternative setting to another facility unless: (1) the member or their representative specifically requests to move, which shall be documented in the member's file; (2) the member or their representative provides written consent to move based on quality or other concerns raised by the Contractor, which shall not include the nursing facility's rate of reimbursement; or (3) the facility where the member is residing is not a contract provider; if the community-based residential facility where the member is currently residing is not a contract provider, the Contractor shall provide continuation of services in such facility for at least thirty (30) days, which shall be extended as necessary to ensure continuity of care pending the facility's contracting with the Contractor or the member's transition to a contract facility; if the member is transitioned to a contract facility, the Contractor shall facilitate a seamless transition to the new facility; if the nursing facility where the member is currently residing is a non-contract provider, the Contractor shall (a) authorize continuation of the services pending enrollment of the facility as a contract provider (except a facility excluded for a 2-year period when the facility has withdrawn from Medicaid participation); (b) authorize continuation of the services pending facilitation of the member's transition to a contract facility, subject to the member's agreement with such transition; or (c) may continue to reimburse services from the non-contract nursing facility in accordance with TennCare rules and regulations.
- 2.9.7.3.21.7 For members receiving nursing facility services, the care coordinator shall participate as appropriate in the nursing facility's care planning process (see Section 2.9.7.5.1) and may supplement the facility's plan of care as necessary (see Section 2.9.7.6.1).

- 2.9.7.3.21.8 The Contractor shall not divert or transition members in CHOICES Group 1 to CHOICES HCBS unless the member chooses to receive CHOICES HCBS as an alternative to nursing facility and is enrolled in Group 2 or a member enrolled in CHOICES on or after July 1, 2012 no longer meets nursing facility level of care but does meet the at-risk level of care and is enrolled in Group 3.
- 2.9.7.3.21.9 The Contractor shall not admit a member enrolled in CHOICES Group 2 to a nursing facility unless the member meets the nursing facility level of care in place at the time of admission and : (1) is expected to require a short-term nursing facility care stay for ninety (90) days or less; (2) chooses to transition to a nursing facility and enroll in Group 1; or (3) the Contractor determines that it cannot safely and effectively meet the needs of the member and at a cost that is less than the member’s cost neutrality cap and the member agrees to transition to a nursing facility and enroll in Group 1.
- 2.9.7.3.21.10 The Contractor shall not admit a member enrolled in CHOICES Group 3 to a nursing facility unless the member meets the nursing facility level of care in place at the time of admission and: (1) is expected to require short-term nursing facility services for ninety (90) days or less; or (2) chooses to transition to a nursing facility and enroll in Group 1.
- 2.9.7.3.21.11 Upon receiving notification from TennCare that a member’s eligibility has ended, the Contractor shall within two (2) business days notify all providers of ongoing HCBS that the member's CHOICES eligibility has ended, which may be accomplished by notification in the EVV system. Such notification shall not be provided in advance of the actual end date of member's CHOICES eligibility, as a prospective end date could be extended.
- 2.9.7.3.22 TennCare may establish, pursuant to policies and protocols for management of waiting lists, alternative time frames for completion of specified intake functions and activities for persons when there is a waiting list.
- 2.9.7.4 Care Coordination upon Enrollment in CHOICES
- 2.9.7.4.1 Upon notice of a member’s enrollment in CHOICES, the Contractor shall assume responsibility for all care coordination functions and activities described herein (assessment and care planning activities for members currently enrolled with the Contractor shall begin prior to CHOICES enrollment; see Section 2.9.7.3).
- 2.9.7.4.2 The Contractor shall be responsible for all aspects of care coordination and all requirements pertaining thereto, including but not limited to requirements set forth in the Section 1115 TennCare Demonstration Waiver, federal and state laws and regulations, this Contract, and TennCare policies and protocols.
- 2.9.7.4.3 The Contractor shall assign to each member a specific care coordinator who shall have primary responsibility for performance of care coordination activities as specified in

this Contract, and who shall be the member's point of contact for coordination of all physical health, behavioral health, and long-term care services.

- 2.9.7.4.3.1 For CHOICES members, who are, upon CHOICES enrollment, receiving services in a nursing facility or a community-based residential alternative setting, the Contractor shall assign a specific care coordinator prior to the first face-to-face visit required in this Contract. If the first face-to-face visit will not occur within the first ten (10) days of the member's enrollment in CHOICES, the Contractor shall send the member written notification within ten (10) calendar days of the member's enrollment that explains how the member can reach the care coordination unit for assistance with concerns or questions pending the assignment of a specific care coordinator.
- 2.9.7.4.3.2 For CHOICES members who, upon enrollment in CHOICES, are not receiving services in a nursing facility or a community-based residential alternative setting, the Contractor shall assign a specific care coordinator and shall advise the member of the name of their care coordinator and provide contact information prior to the initiation of services (see Section 2.9.7.2.5.3 and 2.9.7.3.20), but no more than ten (10) calendar days following CHOICES enrollment.
- 2.9.7.4.4 The Contractor may utilize a care coordination team approach to performing care coordination activities prescribed in Section 2.9.7. For each CHOICES member, the Contractor's care coordination team shall consist of the member's care coordinator and specific other persons with relevant expertise and experience appropriate to address the needs of CHOICES members. Care coordination teams shall be discrete entities within the Contractor's organizational structure dedicated to fulfilling CHOICES care coordination functions. The Contractor shall establish policies and procedures that specify, at a minimum: the composition of care coordination teams; the tasks that shall be performed directly by the care coordinator as specified in this Contract, including needs assessment, caregiver assessment, development of the plan of care, and all minimum care coordination contacts; the tasks that may be performed by the care coordinator or the care coordination team; measures taken to ensure that the care coordinator remains the member's primary point of contact for the CHOICES program and related issues; escalation procedures to elevate issues to the care coordinator in a timely manner; and measures taken to ensure that if a member needs to reach their care coordinator specifically, calls that require immediate attention by a care coordinator are handled by a care coordinator and calls that do not require immediate attention are returned by the member's care coordinator the next business day. The Contractor may elect to utilize specialized intake coordinators or intake teams for initial needs assessment and care planning activities. All intake activities identified as responsibilities of the care coordinator shall be completed by an individual who meets all of the requirements to be a care coordinator. Should the Contractor elect to utilize specialized intake coordinators or intake teams, the Contractor shall develop policies and procedures which specify how the contractor will coordinate a seamless transfer of information from the intake coordinator or team to the member's care coordinator.

2.9.7.5 Needs Assessment

2.9.7.5.1 *For Members in CHOICES Group 1*

2.9.7.5.1.1 As part of the face-to-face intake visit for current members or face-to-face visit with new members in CHOICES Group 1, as applicable, a care coordinator shall conduct any needs assessment deemed necessary by the Contractor, using a tool prior approved by TennCare and in accordance with protocols specified by TennCare. This assessment may include identification of targeted strategies related to improving overall wellness, health, functional, or quality of life outcomes (e.g., related to Population Health or pharmacy management) or to increasing and/or maintaining functional abilities, including services covered by the Contractor that are beyond the scope of the nursing facility services benefit. The care coordinator shall ensure coordination of the member's physical health, behavioral health, and long-term care needs and shall assess at least annually the member's potential for an interest in transition to the community. For children under the age of 21 in nursing facilities, this shall include explanation to the member or their parent or authorized representative, as applicable, of benefits available pursuant to EPSDT, including medically necessary benefits such as home health or private duty nursing that may be provided in the community as an alternative to nursing facility care.

2.9.7.5.1.2 Needs reassessments shall be conducted as the care coordinator deems necessary.

2.9.7.5.2 *For Members in CHOICES Groups 2 and 3*

2.9.7.5.2.1 The care coordinator shall conduct a comprehensive needs assessment using a tool prior approved by TennCare and in accordance with protocols specified by TennCare as part of its face-to-face visit with new members in CHOICES Groups 2 and 3 (see Section 2.9.7.2.5) and as part of its face-to-face intake visit for current members applying for CHOICES Groups 2 and 3.

2.9.7.5.2.2 At a minimum, for members in CHOICES Group 2 and 3, the comprehensive needs assessment shall assess: (1) the member's overall wellness including physical, behavioral, functional, and psychosocial needs, and an evaluation of the member's financial health as it relates to the member's ability to maintain a safe and healthy living environment, which for individuals receiving community-based residential alternative services other than companion care, shall include the member's capabilities and desires regarding personal funds management; any training or assistance needed to support the member in managing personal funds or to develop skills needed to increase independence with managing personal funds; and any health, safety or exploitation issues that require limitations on the member's access to personal funds; (2) the member's interest in pursuing integrated, competitive employment and any barriers to pursuing employment (as applicable); (3) the member's opportunities to engage in community life and access community services and activities to the same degree as individuals not receiving HCBS; (4) the member's natural supports, including care being provided by family members and/or other caregivers, and long-

term care services the member is currently receiving (regardless of payor), and whether there is any anticipated change in the member's need for such care or services or the availability of such care or services from the current caregiver or payor; and (5) the physical health, behavioral health, and long-term care services and other social support services and assistance (e.g., housing or income assistance) that are needed, as applicable, to ensure the member's health safety and welfare in the community, delay or prevent the need for institutional placement, and to support the member's individually identified goals and outcomes, including employment (as applicable) and integrated community living.

2.9.7.5.2.3 The comprehensive needs assessment shall be conducted at least annually and as the care coordinator deems necessary.

2.9.7.5.2.4 For CHOICES Group 2 and 3 members, the Contractor shall visit the member face-to-face within five (5) business days of becoming aware that the member has a significant change in needs or circumstances as defined in Section 2.9.7.11.2.1.16. The care coordinator shall assess the member's needs, conduct a comprehensive needs assessment and update the member's plan of care as deemed necessary based on the member's circumstances.

2.9.7.5.2.4.1 For CHOICES Group 3 members whose change in needs result in a transition to Group 2, the Contractor shall request the transition by submitting a PAE to TennCare and upon receiving approval for the member's enrollment into Group 2, ensure that any new service(s) specified in the plan of care are initiated within five (5) business days, except when such service(s) may be initiated only upon completion of an adverse action pertaining to another service such that advance notice is required. In such case, the new service(s) shall be initiated upon expiration of the advance notice period or upon resolution of any timely filed appeal requiring continuation of the existing benefits.

## 2.9.7.6 Plan of Care

### 2.9.7.6.1 *For Members in CHOICES Group 1*

2.9.7.6.1.1 For members in CHOICES Group 1, the member's care coordinator may: (1) rely on the plan of care developed by the nursing facility for service delivery instead of developing a plan of care for the member; and (2) supplement the nursing facility plan of care as necessary with the development and implementation of targeted strategies to improve overall wellness, health, functional, or quality of life outcomes (e.g., related to Population Health or pharmacy management) or to increase and/or maintain functional abilities. A copy of any supplements to the nursing facility plan of care, and updates to such supplements, shall be maintained by the Contractor in the member's CHOICES file.

2.9.7.6.1.2 The member's care coordinator shall participate as appropriate in the nursing facility's care planning process and advocate for the member.

- 2.9.7.6.1.3 The member's care coordinator/care coordination team shall be responsible for coordination of the member's physical health, behavioral health, and long-term care needs, which shall include coordination with the nursing facility as necessary to facilitate access to physical health and/or Behavioral Health Services needed by the member and to help ensure the proper management of the member's acute and/or chronic physical health or behavioral health conditions, including services covered by the Contractor that are beyond the scope of the nursing facility services benefit.
- 2.9.7.6.2 *For Members in CHOICES Groups 2 and 3*
- 2.9.7.6.2.1 For members in CHOICES Groups 2 and 3, the care coordinator shall coordinate and facilitate a care planning team that includes, at a minimum, the member and the member's care coordinator. As appropriate, the care coordinator shall include or seek input from other individuals such as the member's representative or other persons authorized by the member to assist with needs assessment and care planning activities.
- 2.9.7.6.2.2 The Contractor shall ensure that care coordinators consult with the member's PCP, specialists, behavioral health providers, other providers, and interdisciplinary team experts, as needed when developing the plan of care.
- 2.9.7.6.2.3 The care coordinator shall verify that the decisions made by the care planning team are documented in a written, comprehensive plan of care.
- 2.9.7.6.2.4 The plan of care developed for CHOICES members in Groups 2 and 3 prior to initiation of CHOICES HCBS shall be completed in accordance with federal rules at 42 C.F.R. § 441.301(c) pertaining to person-centered planning and with TennCare protocol and at a minimum shall include:
- 2.9.7.6.2.4.1 Pertinent demographic information regarding the member including the member's current address and phone number(s), the name and contact information of any representative and a list of other persons authorized by the member to have access to health care (including long-term care) related information and to assist with assessment, planning, and/or implementation of health care (including long-term care) related services and supports, (along with signed copies of all documents required in order to allow access to records or decision-making authority by the authorized representative(s), if applicable);
- 2.9.7.6.2.4.2 Documentation that the setting in which the member resides is chosen by the member and meets the HCBS Settings Rule requirements of 42 C.F.R. §441.301(c)(4)-(5);
- 2.9.7.6.2.4.3 The member's strengths and interests;
- 2.9.7.6.2.4.4 Person-centered goals and objectives, including employment (as applicable) and integrated community living goals, and desired wellness, health, functional, and quality of life outcomes for the member, and how CHOICES services are intended to help the member achieve these goals;



- 2.9.7.6.2.4.5 Risk factors for the member and measures in place to minimize them, including for any modification regarding the conditions set forth in the federal HCBS setting rule at 42 C.F.R. §§ 441.301(c)(4)(vi)(A) through (D), all of the documentation requirements specified at 42 C.F.R. §§ 441.301(c)(2)(xiii)(A-H) and 441.301(c)(4)(vi)(F)(1-8);
- 2.9.7.6.2.4.6 Support, including specific tasks and functions that will be performed by family members and other caregivers;
- 2.9.7.6.2.4.7 Caregiver training or supports identified through the caregiver assessment that are needed to support and sustain the caregiver's ability to provide care for the member;
- 2.9.7.6.2.4.8 Home health, private duty nursing, and long-term care services the member will receive from other payor sources including the payor of such services;
- 2.9.7.6.2.4.9 Home health and private duty nursing that will be authorized by the Contractor;
- 2.9.7.6.2.4.10 CHOICES HCBS that will be authorized by the Contractor, including the amount, frequency, duration, and scope (tasks and functions to be performed) of each service to be provided, how such services should be delivered, including the member's preferences, the schedule at which such care is needed, and the address or phone number(s) that will be used to log visits into the EVV system, as applicable;
- 2.9.7.6.2.4.11 A detailed back-up plan for situations when regularly scheduled HCBS providers are unavailable or do not arrive as scheduled; the back-up plan may include paid and unpaid supports and shall include the names and telephone numbers of persons and agencies to contact and the services provided by listed contacts; the Contractor shall assess the adequacy of the back-up plan;
- 2.9.7.6.2.4.12 For CHOICES Group 2 members, the projected TennCare monthly and annual cost of home health and private duty nursing identified in 2.9.7.6.2.4.9 above, and the projected monthly and annual cost of CHOICES HCBS specified in 2.9.7.6.2.4.10 above, and for CHOICES Group 3 members, the projected total cost of CHOICES HCBS specified in 2.9.7.6.2.4.10 above, excluding the cost of minor home modifications;
- 2.9.7.6.2.4.13 Description of the member's overall wellness, current physical and behavioral health conditions and functional status (i.e., areas of functional deficit), and the member's physical, behavioral and functional needs;
- 2.9.7.6.2.4.14 Description of the member's physical environment and any modifications necessary to ensure the member's health and safety;
- 2.9.7.6.2.4.15 Description of medical equipment used or needed by the member (if applicable);
- 2.9.7.6.2.4.16 Description of any special communication needs including interpreters or special devices;

- 2.9.7.6.2.4.17 A description of the member’s psychosocial needs, including any housing or financial assistance needs which could impact the member’s ability to maintain a safe and healthy living environment and how such needs will be addressed in order to ensure the member’s ability to live safely in the community;
- 2.9.7.6.2.4.18 For persons receiving community-based residential alternative services other than companion care, a description of the member’s capabilities and desires regarding personal funds management; the extent to which personal funds will be managed by the provider agency or the member’s representative (as applicable); whether the member will have a separate bank account rather than an agency-controlled account for personal funds; any training or assistance that will be provided to support the member in managing personal funds or to develop skills needed to increase independence with managing personal funds; goals and objectives involving use of the member’s personal funds; and any health, safety or exploitation issues that require limitations on the member’s access to personal funds and strategies to remove limitations at the earliest possible time;
- 2.9.7.6.2.4.19 A person-centered statement of goals, objectives and desired wellness, health, functional and quality of life outcomes for the member and how CHOICES services are intended to help the member achieve these goals;
- 2.9.7.6.2.4.20 Description of other services that will be provided to the member, including (1) covered physical health services, including Population Health services, that will be provided by the Contractor to help the member maintain or improve their physical health status or functional abilities and maximize independence; (2) covered behavioral health services that will be provided by the Contractor to help the member maintain or improve their behavioral health status or functional abilities and maximize independence; (3) other psycho/social support services and assistance needed in order to ensure the member’s health, safety and welfare, and as applicable, to delay or prevent the need for more expensive institutional placement; and (4) any non-covered services including services provided by other community resources, including plans to link the member to financial assistance programs including but not limited to housing, utilities and food as needed;
- 2.9.7.6.2.4.21 Relevant information regarding the member’s physical health condition(s), including treatment and medication regimen, that is needed by a long-term care provider, caregiver or the care coordinator to ensure appropriate delivery of services or coordination of care;
- 2.9.7.6.2.4.22 Frequency of planned care coordinator contacts needed, which shall include consideration of the member’s individualized needs and circumstances, and which shall at minimum meet required contacts as specified in Section 2.9.7.11.4 (unplanned care coordinator contacts shall be provided as needed);
- 2.9.7.6.2.4.23 Additional information for members who elect consumer direction of eligible CHOICES HCBS, including but not limited to whether the member requires a

representative to participate in consumer direction and the specific services that will be consumer directed;

- 2.9.7.6.2.4.24 If the member chooses to self-direct any health care tasks, the type of tasks that will be self-directed;
- 2.9.7.6.2.4.25 Any steps the member and/or representative should take in the event of an emergency that differ from the standard emergency protocol;
- 2.9.7.6.2.4.26 Planning what to do during an emergency shall include, but may not be limited to the following:
  - 2.9.7.6.2.4.26.1 Developing an emergency plan;
  - 2.9.7.6.2.4.26.2 Creating a plan to have shelter in place when appropriate;
  - 2.9.7.6.2.4.26.3 Creating a plan to get to another safe place when appropriate; and
  - 2.9.7.6.2.4.26.4 Identifying, when possible, two ways out of every room in case of fire.
- 2.9.7.6.2.4.27 Identify any additional steps the member and/or representative should take in the event of an emergency;
- 2.9.7.6.2.4.28 A disaster preparedness plan specific to the member; and
- 2.9.7.6.2.4.29 The member's TennCare eligibility end date.
- 2.9.7.6.2.5 The member's care coordinator/care coordination team shall ensure that the member or their representative, as applicable, reviews, signs and dates the plan of care as well as any substantive updates, including but not limited to any changes in the amount, duration or type of HCBS that will be provided. The care coordinator shall also sign and date the plan of care, along with any substantive updates. The plan of care shall be updated and signed by the member or their representative, as applicable, and the care coordinator annually and any time the member experiences a significant change in needs or circumstances (see Section 2.9.7.11.2.1.17).
  - 2.9.7.6.2.5.1 The Contractor shall develop policies and procedures that describe the measures taken by the Contractor to address instances when a member refuses to sign the plan of care. The policies and procedures shall include a specific escalation process (ultimately to TennCare) that includes a review of the reasons for the member's refusal as well as actions taken to resolve any disagreements with the plan of care and shall involve the consumer advocate in helping to facilitate resolution.
  - 2.9.7.6.2.5.2 When the refusal to sign is due to a member's request for additional services, including requests for a different type or an increased amount, frequency, scope, and/or duration of services than what is included in the plan of care, the Contractor shall, in the case of a new plan of care, authorize and initiate services in accordance with the plan of care;

and, in the case of an annual or revised plan of care, ensure continuation of at least the level of services in place at the time the annual or revised plan of care was developed until a resolution is reached, which may include resolution of a timely filed appeal, if applicable. The Contractor shall not use the member's acceptance of services as a waiver of the member's right to dispute the plan of care or as cause to stop the resolution process.

2.9.7.6.2.5.3 When the refusal to sign is due to the inclusion of services that the member does not want to receive, either in totality or in the amount, frequency, scope or duration of services in the plan of care, the care coordinator shall modify the risk agreement to note this issue, the associated risks, and the measures to mitigate the risks. The risk agreement shall be signed and dated by the member or their representative and the care coordinator. In the event the care coordinator determines that the member's needs cannot be safely and effectively met in the community without receiving these services, the Contractor may request that it no longer provide long-term care services to the member (see Section 2.6.1.5.7).

2.9.7.6.2.5.4 Instances in which a member's signature is not required are limited to: 1) member-initiated schedule changes to the POC that do not alter the level of services (i.e. the amount, duration or type of services) detailed in the current POC for the member; 2) changes in the provider agency that will deliver services that do not alter the level of services (i.e. the amount, duration or type of services) detailed in the current POC for the member; however, all schedule changes must be member-initiated; 3) changes in the member's current address and phone number(s) or the phone number(s) or address that will be used to log visits into the EVV system; 4) the end of a member's participation in MFP at the conclusion of their 365-day participation period; or 5) instances as permitted pursuant to TennCare policies and protocols. Documentation of such changes shall be maintained in the member's records.

2.9.7.6.2.6 The member's care coordinator/care coordination team shall provide a copy of the member's completed plan of care, including any updates, to the member, the member's representative, as applicable, the member's community-based residential alternative provider, as applicable, and other providers authorized to deliver care to the member, and shall ensure that each provider signs the plan of care indicating they understand and agree to provide the services as described prior to the schedule implementation of services and prior to any change in such services. The Contractor shall have mechanisms in place to ensure that such signatures and confirmation of each provider's agreement to provide services occurs within the time frames specified in 2.9.7.3.12, 2.9.7.3.20, and 2.9.7.6.2.7, such that a delay in the initiation of services does not result. Electronic signatures will be accepted for providers who are not present during the care planning process or as needed to facilitate timely implementation, including updates to the plan of care based on the member's needs.

2.9.7.6.2.7 Within five (5) business days of completing a reassessment of a member's needs, the member's care coordinator shall update the member's plan of care as appropriate, and

the Contractor shall authorize and initiate CHOICES HCBS in the updated plan of care, except when such service(s) may be initiated only upon completion of an adverse action such that advance notice is required. In such case, HCBS in the updated plan of care shall be initiated upon expiration of the advance notice period or upon resolution of any timely filed appeal requiring continuation of the existing benefits. The Contractor shall comply with requirements for service authorization in Section 2.9.7.2.5.12, change of provider in Section 2.9.7.2.5.13, and notice of service delay in Section 2.9.7.2.5.14.

2.9.7.6.2.7.1 Within three (3) business days of updating the member's plan of care, the member's care coordinator/care coordination team shall provide a copy of all relevant changes to the FEA, as applicable, and to other providers authorized to deliver care to the member. Relevant information shall include any information needed to ensure the provision of quality care for the member and to help ensure the member's health, safety, and welfare, including but not limited to any changes in the tasks and functions to be performed.

2.9.7.6.2.8 The member's Care Coordinator or Support Coordinator, as applicable, shall inform each member of their eligibility end date and educate members regarding the importance of maintaining TennCare CHOICES or ECF CHOICES eligibility, that eligibility must be redetermined at least once a year, and that members receiving CHOICES or ECF CHOICES HCBS can receive assistance from the Contractor in completing an annual renewal packet (e.g., collecting appropriate documentation and completing the necessary forms), as part of the annual PCSP process and/or when a packet has been sent and such process has not been completed timely, placing the member at risk of losing eligibility.

#### 2.9.7.7 Nursing Facility Diversion

2.9.7.7.1 As applicable, including when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall develop and implement a nursing facility diversion process that complies with the requirements in this Section 2.9.7.7 and is prior approved in writing by TennCare. The diversion process shall not prohibit or delay a member's access to nursing facility services when these services are medically necessary and requested by the member.

2.9.7.7.2 At a minimum the Contractor's diversion process shall target the following groups for diversion activities:

2.9.7.7.2.1 Members who are waiting for placement in a nursing facility;

2.9.7.7.2.2 CHOICES members residing in their own homes who have a negative change in circumstances and/or deterioration in health or functional status and who request nursing facility services;

- 2.9.7.7.2.3 CHOICES members residing in adult care homes or other community-based residential alternative settings who have a negative change in circumstances and/or deterioration in health or functional status and who request nursing facility services;
- 2.9.7.7.2.4 CHOICES and non-CHOICES members admitted to an inpatient hospital or inpatient rehabilitation who are not residents of a nursing facility; and
- 2.9.7.7.2.5 CHOICES and non-CHOICES members who are placed short-term in a nursing facility regardless of payor source.
- 2.9.7.7.3 The Contractor’s nursing facility diversion process shall be tailored to meet the needs of each group identified in Section 2.9.7.7.2 above.
- 2.9.7.7.4 The Contractor’s nursing facility diversion process shall include a detailed description of how the Contractor shall work with providers (including hospitals regarding notice of admission and discharge planning; see Sections 2.9.7.3.4 and 2.9.7.3.13) to ensure appropriate communication among providers and between providers and the Contractor, training for key Contractor and provider staff, early identification of members who may be candidates for diversion (both CHOICES and non-CHOICES members), and follow-up activities to help sustain community living.
- 2.9.7.7.5 The Contractor’s nursing facility diversion process shall include specific timelines for each identified activity.
- 2.9.7.8 Nursing Facility-to-Community Transition
  - 2.9.7.8.1 As applicable, including when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall develop and implement methods for identifying members who may have the ability and/or desire to transition from a nursing facility to the community. Such methods shall include, at a minimum:
    - 2.9.7.8.1.1 Referrals, including but not limited to, treating physician, nursing facility, other providers, community-based organizations, family, and self-referrals;
    - 2.9.7.8.1.2 Identification through the care coordination process, including but not limited to: assessments, information gathered from nursing facility staff, participation in Grand Rounds (as defined in Section A.1) or review and assessment of members whose nursing facility level of care is ending and who appear to meet the at-risk level of care for Group 3.
    - 2.9.7.8.1.3 Review and analysis of members identified by TennCare based on Minimum Data Set (MDS) data from nursing facilities.
  - 2.9.7.8.2 Members in CHOICES Group 1 (who are residents of a nursing facility) and who are under the age of twenty-one (21) and have requested to transition home will be provided coordination of care by the Contractor’s CHOICES and Population Health staff.

- 2.9.7.8.3 Notwithstanding the nursing facility-to-community transition requirements set forth in this section (2.9.7.8.), the Contractor shall be responsible for monitoring all Group 1 members' level of care eligibility (see Section 2.9.7.8.1.2.) and for completing the process to re-establish nursing facility level of care or transition to Group 3 HCBS, as appropriate, prior to expiration of nursing facility level of care.
- 2.9.7.8.4 For transition referrals by or on behalf of a nursing facility resident, regardless of referral source, the Contractor shall ensure that within fourteen (14) days of the referral a care coordinator conducts an in-facility visit with the member to determine the member's interest in and potential ability to transition to the community, and provide orientation and information to the member regarding transition activities. The member's care coordinator/care coordination team shall document in the member's case file that transition was discussed with the member and indicate the member's wishes as well as the member's potential for transition. The Contractor shall not require a member to transition from Group 1 to Group 2 when the member expresses a desire to continue receiving nursing facility services.
- 2.9.7.8.5 For identification by the Contractor by means other than referral or the care coordination process of a member who may have the ability and/or desire to transition from a nursing facility to the community, the Contractor shall ensure that within ninety (90) days of such identification a care coordinator conducts an in-facility visit with the member to determine whether or not the member is interested in and potential ability to pursue transition to the community. The member's care coordinator/care coordination team shall document in the member's case file that transition was discussed with the member and indicate the member's wishes as well as the member's potential for transition. The Contractor shall not require a member to transition when the member expresses a desire to continue receiving nursing facility services.
- 2.9.7.8.6 If the member wishes to pursue transition to the community, within fourteen (14) days of the initial visit (see Sections 2.9.7.8.3 and 2.9.7.8.4 above) or within fourteen (14) days of identification through the care coordination process, the care coordinator shall conduct an in-facility assessment of the member's ability and/or desire to transition using tools and protocols specified or prior approved in writing by TennCare. This assessment shall include the identification of any barriers to a safe transition.
- 2.9.7.8.7 As part of the transition assessment, the care coordinator shall conduct a risk assessment in accordance with protocols developed by TennCare, discuss with the member the risk involved in transitioning to the community and shall begin to develop, as applicable, a risk agreement that shall be signed and dated by the member or their representative and which shall include identified risks to the member, the consequences of such risks, strategies to mitigate the identified risks, and the member's decision regarding their acceptance of risk as part of the plan of care. The risk agreement shall include the frequency and type of care coordinator contacts that exceed the minimum contacts required (see Section 2.9.7.11.4), to mitigate any additional risks associated with transition and shall address any special circumstances due to transition. For

members transitioning to Group 2, the member's care coordinator/care coordination team shall also make a determination regarding whether the member's needs can be safely and effectively met in the community and at a cost that does not exceed nursing facility care. The member's care coordinator shall explain to the member the individual cost neutrality cap and obtain a signed acknowledgement of understanding by the member or their representative that a change in a member's needs or circumstances that would result in the cost neutrality cap being exceeded or that would result in the Contractor's inability to safely and effectively meet a member's needs in the community and within the cost neutrality cap may result in the member's disenrollment from CHOICES Group 2, in which case, the Contractor shall assist with transition to a more appropriate care delivery setting. For members transitioning to Group 3, the care coordinator shall explain the expenditure cap.

- 2.9.7.8.8 For those members whose transition assessment indicates that they are not candidates for transition to the community, the care coordinator shall notify them in accordance with the specified transition assessment protocol.
- 2.9.7.8.9 For those members whose transition assessment indicates that they are candidates for transition to the community, the care coordinator shall facilitate the development of and complete a transition plan within fourteen (14) days of the member's transition assessment.
- 2.9.7.8.10 The care coordinator shall include other individuals such as the member's family and/or caregiver in the transition planning process if the member requests and/or approves, and such persons are willing and able to participate.
- 2.9.7.8.11 As part of transition planning, prior to the member's physical move to the community, the care coordinator shall visit the residence where the member will live to conduct an on-site evaluation of the physical residence and meet with the member's family or other caregiver who will be residing with the member (as appropriate). The care coordinator shall include in the transition plan activities and/or services needed to mitigate any perceived risks in the residence including but not limited to an increase in face-to-face visits beyond the minimum required contacts in Sections 2.9.7.8.19 and 2.9.7.8.20.
- 2.9.7.8.12 The transition plan shall address all services necessary to safely transition the member to the community and include at a minimum, member needs related to housing, transportation, availability of caregivers, and other transition needs and supports. The transition plan shall also identify any barriers to a safe transition and strategies to overcome those barriers.
- 2.9.7.8.13 The Contractor shall approve the transition plan and authorize any covered or cost-effective alternative services included in the plan within ten (10) business days of completion of the plan. The transition plan shall be fully implemented within ninety (90) days from approval of the transition plan, except under extenuating circumstances which must be documented in writing.



- 2.9.7.8.14 The member's care coordinator shall also complete a plan of care that meets all criteria described in Section 2.9.7.6 for members in CHOICES Groups 2 and 3 including but not limited to completing a comprehensive needs assessment, completing and signing the risk agreement and making a final determination of cost neutrality. The plan of care shall be authorized and initiated prior to the member's transition to the community.
- 2.9.7.8.14.1 If a transitioning member is enrolled in CHOICES Group 1, any CHOICES HCBS that must be completed prior to a member's transition from a nursing facility to the community in order to ensure the member's health and safety upon transition (e.g., minor home modifications, adaptive equipment, or PERS installation) shall be completed while the member is enrolled in Group 1, but shall be billed as a Group 2 service once the member is enrolled into Group 2, with the date of service the effective date of enrollment in CHOICES Group 2 (see State Medicaid Director Letter, Olmstead Update No. 3, July 25, 2000).
- 2.9.7.8.14.2 If a transitioning member is enrolled in CHOICES Group 2 or 3 but is receiving short-term nursing facility care, any CHOICES HCBS that must be completed prior to a member's transition from a nursing facility to the community in order to ensure the member's health and safety upon transition (e.g., minor home modifications, adaptive equipment, or PERS installation) shall be completed while the member resides in the facility and billed as a Group 2 or Group 3 service, as applicable. However, a member shall not be transitioned from CHOICES Group 1 into Group 2 or 3 for receipt of short-term nursing facility services in order to provide these services. Short-term nursing facility care is available only to a CHOICES 2 or CHOICES 3 participant who was receiving home and community-based services upon admission to the short-term nursing facility stay.
- 2.9.7.8.15 For members requesting transition from Group 1 to Group 2, the Contractor shall not prohibit a member from transitioning to the community once the member has been counseled regarding risk. However, the Contractor may determine that the member's needs cannot be safely and effectively met in the community and at a cost that does not exceed nursing facility care. In such case, the Contractor shall seek written review and approval from TennCare prior to denial of any member's request to transition to the community. If TennCare approves the Contractor's request, the Contractor shall notify the member in accordance with TennCare rules and regulations and the transition assessment protocol, and the member shall have the right to appeal the determination (see Section 2.19.3.12 of this Contract).
- 2.9.7.8.16 Once completed, the Contractor shall submit to TennCare, documentation, as specified by TennCare to verify that for members transitioning to Group 2, the member's needs can be safely and effectively met in the community and within the cost neutrality cap. Before transitioning a member, the Contractor shall verify that the member has been approved for enrollment in CHOICES Group 2 or Group 3, as applicable, effective as of the planned transition date.

- 2.9.7.8.17 Ongoing CHOICES HCBS and any medically necessary covered home health or private duty nursing services needed by the member shall be initiated immediately upon transition from a nursing facility (i.e., CHOICES Group 1) to the community (i.e., CHOICES Group 2 or CHOICES Group 3) and as of the effective date of transition with no gaps between the member's receipt of nursing facility services and ongoing CHOICES HCBS.
- 2.9.7.8.18 The member's care coordinator/care coordination team shall monitor all aspects of the transition process and take immediate action to address any barriers that arise during transition.
- 2.9.7.8.19 For members transitioning to a setting other than a community-based residential alternative setting, the care coordinator/care coordination team shall upon transition utilize the EVV system to monitor the initiation and daily provision of services in accordance with the member's new plan of care, and shall take immediate action to resolve any service gaps (see definition in Section 1).
- 2.9.7.8.20 For members who will live independently in the community or whose on-site visit during transition planning indicated an elevated risk, within the first twenty-four (24) hours, the care coordinator shall visit the member in their residence. During the initial ninety (90) day post-transition period, the care coordinator shall conduct monthly face-to-face in-home visits to ensure that the plan of care is being followed, that the plan of care continues to meet the member's needs, and the member has successfully transitioned to the community.
- 2.9.7.8.21 For members transitioning to a community-based residential alternative setting or who will live with a relative or other caregiver, within the first twenty-four (24) hours the care coordinator shall contact the member and within seven (7) days after the member has transitioned to the community, the care coordinator shall visit the member in their new residence. During the initial ninety (90) day post-transition period, the care coordinator shall (1) at a minimum, contact the member by telephone each month to ensure that the plan of care is being followed, that the plan of care continues to meet the member's needs, and the member has successfully transitioned to the community; and (2) conduct additional face-to-face visits as necessary to address issues and/or concerns and to ensure that the member's needs are met.
- 2.9.7.8.22 The Contractor shall monitor hospitalizations and nursing facility re-admission for members who transition from a nursing facility to the community to identify issues and implement strategies to improve transition outcomes.
- 2.9.7.8.23 The Contractor shall be permitted to coordinate or subcontract with local community-based organizations to assist in the identification, planning and facilitation processes related to nursing facility-to-community transitions that are not specifically assigned to the care coordinator.

- 2.9.7.8.24 The Contractor shall develop and implement any necessary assessment tools, transition plan templates, protocols, or training necessary to ensure that issues that may hinder a member's successful transition are identified and addressed. Any tool, template, or protocol must be prior approved in writing by TennCare.
- 2.9.7.8.25 To facilitate nursing facility to community transition, the Contractor shall, effective July 1, 2015, maintain at least one (1) dedicated staff person without a caseload who meets the qualifications of a care coordinator specified in Section 2.9.7.13, in each Grand Region in which the Contractor serves TennCare members. The dedicated staff person(s) shall not be reported in the care coordinator ratios specified in Section 2.9.7.13. Such staff person(s) shall be responsible for proactively identifying TennCare members in NFs who are candidates to transition to the community, and to further assist with the completion of the transition process specified in Section 2.9.7.8. All transition activities identified as responsibilities of the care coordinator shall be completed by an individual who meets all of the requirements to be a care coordinator.
- 2.9.7.8.26 Any nursing facility to community transition shall be based on the individualized needs and preferences of the member. The Contractor shall not establish a minimum number of members on any care coordinator's caseload or a minimum number of residents of any facility that must be transitioned to the community. The Contractor shall ensure that care coordinators are screening members' potential for and interest in transition (see Section 2.9.7.5.1.1) and when applicable, facilitating transition activities in a timely manner (see Section 2.9.7.8), but shall not require any care coordinator as a condition of employment to identify a minimum number of nursing facility residents for transition to the community. Nor shall the Contractor pay any care coordinator an incentive or bonus based on the number of persons transitioned from a nursing facility to the community, unless there are appropriate safeguards, as determined and approved in writing by TennCare, to ensure that transitions are appropriate and consistent with the needs and preferences of residents.
- 2.9.7.8.27 The Contractor shall implement policies and processes necessary to ensure that it is aware when a member is admitted to or discharged from a NF in order to facilitate care planning and as seamless a transition as possible, and to ensure timely notification to TennCare and other entities as appropriate.
- 2.9.7.8.27.1 The Contractor shall require NFs to notify the Contractor of all NF discharges, transfers between NFs, or elections of hospice services in a NF.
- 2.9.7.8.27.2 The Contractor shall, in a manner prescribed by TennCare, notify: a) TennCare of all NF discharges and elections of hospice services in a NF and of all NF discharges and transfers between NFs; and b) receiving NFs of all applicable level of care information when a member is transferring between NFs.
- 2.9.7.8.27.3 The Contractor shall conduct a census as frequently as deemed necessary by TennCare to confirm the residency status and Group assignment of all CHOICES members (i.e., Group 1 receiving services in a NF or Group 2 receiving HCBS or short-term NF

services). The Contractor shall take actions as necessary to address any discrepancies when a CHOICES member is found to no longer be receiving LTSS services or is receiving services in a different service delivery setting, e.g., NF, HCBS, or hospice in a NF, including, as appropriate, disenrollment from CHOICES and/or enrollment in a different CHOICES Group.

#### 2.9.7.9 ICF/IID Diversion and Transitions

2.9.7.9.1 The Contractor shall develop and implement an ICF/IID diversion program to ensure that all members with I/DD, including but not limited to members enrolled in CHOICES or a 1915(c) waiver, and their legal representatives if applicable, receive information regarding all available support options, including HCBS, and have an opportunity to visit and explore such options, when considering admission to an ICF/IID. This information shall be provided by the Contractor for its members pursuant to a community informed choice process developed by TennCare and DIDD. The diversion program shall not prohibit or delay a member's access to ICF/IID services when these services are medically necessary and requested by the member, provided that the Contractor shall make every effort to provide appropriate services in the community, or when admission to an ICF/IID is determined necessary, to facilitate transition back to the community with appropriate services and supports, as expeditiously as possible.

2.9.7.9.2 The Contractor shall also develop and implement an ICF/IID to community transition program. Beginning no earlier than July 1, 2022, the Contractor shall participate as directed by TennCare and DIDD in assessing the support needs of each member receiving ICF/IID services in order to identify each person's potential interest and capacity to receive services in a more integrated community-based setting. The Contractor shall work with each member identified for potential transition to the community who elects such transition to plan and prepare for transition pursuant to processes established by TennCare and DIDD.

#### 2.9.7.10 Community-Based Residential Alternative (CBRA) Services

2.9.7.10.1 The Contractor shall authorize CBRA services and shall facilitate a member's transition into a CBRA service and a specific CBRA setting only when such service and setting have been selected by the member; the member has been given the opportunity to meet and to choose to reside with any housemates who will also live in the CBRA setting; and the setting has been determined to be appropriate for the member based on the member's needs, interests, and preferences.

2.9.7.10.2 Prior to transition of any CHOICES Group 2 or 3 member into a community-based residential alternative setting and the initiation of any community-based residential alternative services other than companion care (including assisted care living facility services, adult care homes, community living supports, and community living supports-family model), and prior to the transition of any CHOICES Group 2 or 3 member to a new community-based residential alternative services provider, the care

coordinator shall visit the residence where the member will live and shall, in accordance with protocols developed by TennCare, conduct an on-site assessment of the proposed community-based residential alternative setting to ensure that the living environment and living situation are appropriate and that the member's needs will be safely and effectively met.

2.9.7.10.3 Within the first twenty-four (24) hours of the transition of any CHOICES Group 2 or 3 member into a community-based residential alternative setting and the initiation of any community-based residential alternative services other than companion care (including assisted care living facility services, adult care homes, community living supports and community living supports-family model), and within the first twenty-four (24) hours of the transition of any CHOICES Group 2 or 3 member to a new community-based residential alternative services provider, the care coordinator shall contact the member and within seven (7) days after the member has transitioned, the care coordinator shall visit the member in their new residence to confirm the member's satisfaction with the CBRA provider, and services; that the plan of care is being implemented; that the services are being delivered in a manner that is consistent with the member's preferences and which supports the member in achieving their goals and desired outcomes; and that the member's needs are safely and effectively met. Such contacts may be completed by a member of the Transition Team who meets all of the requirements to be a care coordinator.

#### 2.9.7.11 Ongoing Care Coordination

##### 2.9.7.11.1 *For Members in CHOICES Group 1*

2.9.7.11.1.1 The Contractor shall provide for the following ongoing care coordination to members in CHOICES Group 1:

2.9.7.11.1.1.1 Develop protocols and processes to work with nursing facilities to coordinate the provision of care. At minimum, a care coordinator assigned to a resident of the nursing facility shall participate in quarterly Grand Rounds (as defined in Section A.1). At least two of the Grand Rounds per year shall be conducted on-site in the facility, and the Grand Rounds shall identify and address any member who 1) has experienced a potential significant change in needs or circumstances (see Section 2.9.7.11.1.1.6); 2) the nursing facility or MCO has expressed concerns; or 3) is under the age of twenty-one (21);

2.9.7.11.1.1.2 Develop and implement targeted strategies to improve health, functional, or quality of life outcomes, e.g., related to Population Health or pharmacy management, or to increase and/or maintain functional abilities;

2.9.7.11.1.1.3 Coordinate with the nursing facility as necessary to facilitate access to physical health and/or Behavioral Health Services needed by the member and to help ensure the proper management of the member's acute and/or chronic health conditions, including

services covered by the Contractor that are beyond the scope of the nursing facility services benefit;

- 2.9.7.11.1.1.4 Intervene and address issues as they arise regarding payment of patient liability amounts and assist in interventions to address untimely or non-payment of patient liability in order to avoid the consequences of non-payment;
- 2.9.7.11.1.1.5 In the manner prescribed by TennCare and in accordance with this Contract and TennCare policies and protocols pertaining thereto: 1) facilitate transfers between nursing facilities which, at a minimum, includes notification to the receiving facility of the member's level of care, and notification to TennCare; and 2) facilitate transitions to CHOICES Group 2 which shall include (but is not limited to) timely notification to TennCare;
- 2.9.7.11.1.1.6 At a minimum, the Contractor shall consider the following a potential significant change in needs or circumstances for CHOICES Group 1 members who are residing in a nursing facility and contact the nursing facility to determine if a visit and reassessment is needed:
  - 2.9.7.11.1.1.6.1 Pattern of recurring falls;
  - 2.9.7.11.1.1.6.2 Incident, injury or complaint;
  - 2.9.7.11.1.1.6.3 Report of abuse or neglect;
  - 2.9.7.11.1.1.6.4 Frequent hospitalizations;
  - 2.9.7.11.1.1.6.5 Frequent emergency department utilization; or
  - 2.9.7.11.1.1.6.6 Prolonged or significant change in health and/or functional status.
- 2.9.7.11.1.1.7 Develop protocols and processes for care coordinators to escalate and report as appropriate concerns regarding NF quality
- 2.9.7.11.2 *For Members in CHOICES Groups 2 and 3*
  - 2.9.7.11.2.1 The Contractor shall provide for the following ongoing care coordination to members in CHOICES Groups 2 and 3:
    - 2.9.7.11.2.1.1 Coordinate a care/support planning team, develop a PCSP including but not limited to appropriate TennCare Medicaid benefits such as HH, PDN, and/or BH services (i.e., non-CHOICES services), as applicable, and update the plan as needed;
    - 2.9.7.11.2.1.2 During the development of the member's plan of care and as part of the annual updates, the care coordinator shall discuss with the member their interest in consumer direction when eligible CHOICES HCBS are included in the plan of care;

- 2.9.7.11.2.1.3 During the development of the member's plan of care, the care coordinator shall educate the member about their ability to use advance directives and document the member's decision in the member's file;
- 2.9.7.11.2.1.4 Ensure the plan of care addresses the member's desired outcomes, needs and preferences;
- 2.9.7.11.2.1.5 Document and confirm the applicant's current address and phone number(s) or appropriate alternative phone number(s) that the member's service provider will use to log visits into the EVV system, and assist the member in updating their address with TennCare or the Social Security Administration, if applicable;
- 2.9.7.11.2.1.6 For members in CHOICES Group 2, each time a member's plan of care is updated to change the level or type of service, document in accordance with TennCare policy that the projected total cost of CHOICES HCBS, home health care and private duty nursing is less than the member's cost neutrality cap. If a member's medical condition has changed such that a different cost neutrality cap may be appropriate, the Contractor shall, in the manner prescribed by TennCare, submit to TennCare a request to update the member's cost neutrality cap, including documentation specified by TennCare to support such request. The Contractor shall monitor utilization to identify members who may exceed the cost neutrality cap and to intervene as necessary to maintain the member's community placement. The Contractor shall also educate members in CHOICES Group 2 about the cost neutrality cap and what will happen if the cap is met;
- 2.9.7.11.2.1.7 For members in CHOICES Group 3, determine whether the cost of CHOICES HCBS, excluding minor home modifications, will exceed the expenditure cap for CHOICES Group 3. The Contractor shall continuously monitor a member's expenditures and work with the member when he/she is approaching the limit including identifying non-Long-Term Services and Supports services that will be provided when the limit has been met to prevent/delay the need for institutionalization. Each time the plan of care for a member in CHOICES Group 3 is updated, the Contractor shall educate the member about the expenditure cap;
- 2.9.7.11.2.1.8 For new services in an updated plan of care, the care coordinator shall provide the member with information about potential providers for each CHOICES HCBS that will be provided by the Contractor and assist members with any requests for information that will help the member in choosing a provider and, if applicable, in changing providers, subject to the provider's capacity and willingness to provide service;
- 2.9.7.11.2.1.9 Upon the scheduled initiation of services identified in the plan of care, the member's care coordinator/care coordination team shall begin monitoring to ensure that services have been initiated and continue to be provided as authorized and in accordance with the member's plan of care. This shall include ongoing monitoring via EVV to ensure that services are provided in accordance with the member's plan of care, including the amount, frequency, duration and scope of each service, in accordance with the

member's service schedule; and that services continue to meet the member's needs. It shall also include in-person monitoring of the quality of such services, the member's satisfaction with the services, and whether the services are being delivered in a manner that is consistent with the member's preferences and which supports the member in achieving their goals and desired outcomes;

- 2.9.7.11.2.1.10 Identify and address service gaps, ensure that back-up plans are implemented and effectively working, and evaluate service gaps to determine their cause and to minimize gaps going forward. The Contractor shall describe in policies and procedures the process for identifying, responding to, and resolving service gaps in a timely manner;
- 2.9.7.11.2.1.11 Identify changes to member's risk, address those changes and update the member's risk agreement as necessary;
- 2.9.7.11.2.1.12 Reassess a member's needs and update a member's plan of care in accordance with requirements and timelines specified Sections 2.9.7.5 and 2.9.7.6;
- 2.9.7.11.2.1.13 Maintain appropriate on-going communication with community and natural supports to monitor and support their ongoing participation in the member's care;
- 2.9.7.11.2.1.14 For services not covered by the Contractor, coordinate with community organizations that provide services that are important to the health, safety and well-being of members. This may include but shall not be limited to referrals to other agencies for assistance and assistance as needed with applying for programs, but the Contractor shall not be responsible for the provision or quality of non-covered services provided by other entities;
- 2.9.7.11.2.1.15 Notify TennCare immediately, in the manner specified by TennCare, if the Contractor determines that the needs of a member in CHOICES Group 2 cannot be met safely in the community and within the member's cost neutrality cap or that the needs of a member in CHOICES Group 3 cannot be met safely in the community and within the member's expenditure cap;
- 2.9.7.11.2.1.16 Perform additional requirements for consumer direction of eligible CHOICES HCBS as specified in Section 2.9.7.12;
- 2.9.7.11.2.1.17 At a minimum, the Contractor shall consider the following a significant change in needs or circumstances for members in CHOICES Groups 2 and 3 residing in the community:
  - 2.9.7.11.2.1.17.1 Change of residence or primary caregiver or loss of essential social supports;
  - 2.9.7.11.2.1.17.2 Significant change in physical or behavioral health and/or functional status, including any changes that results in the member's level of care and transition between CHOICES Groups or ECF CHOICES Groups, e.g., transitions from Group 2 to Group 3 to Group 2 or between ECF CHOICES Groups; or



- 2.9.7.11.2.1.17.3 An event that significantly increases the perceived risk to a member, including but not limited to referrals for abuse, neglect, or exploitation.
- 2.9.7.11.2.1.18 When, due to a change in circumstances, a member is approved for transition from Group 2 to Group 3 or from Group 3 to Group 2, within five (5) business days of scheduled initiation of new or modified CHOICES HCBS in the updated plan of care, the member's care coordinator/care coordination team shall contact members in CHOICES Groups 2 and 3 to confirm that new or modified services are being provided in accordance with the plan of care, and that the member's needs are being met (such initial contact may be conducted by phone);
- 2.9.7.11.2.1.19 Identify and immediately respond to problems and issues including but not limited to circumstances that would impact the member's ability to continue living in the community; and
- 2.9.7.11.2.1.20 In the manner prescribed by TennCare, and in accordance with this Contract and TennCare policies and protocols pertaining thereto, facilitate transition to CHOICES Group 1, which shall include (but is not limited to) timely notification to TennCare.
- 2.9.7.11.3 *For ALL CHOICES Members*
- 2.9.7.11.3.1 The Contractor shall provide for the following ongoing care coordination to all CHOICES members:
- 2.9.7.11.3.1.1 In the manner prescribed by TennCare, conduct a level of care reassessment at least once every 365 days and within five (5) business days of the Contractor's becoming aware that the member's functional or medical status has changed in a way that may affect level of care eligibility. Upon written notification by TennCare, and in a manner consistent with TennCare protocol, the Contractor shall be responsible at the time of the annual level of care reassessment for assisting the member in completing a renewal packet and in gathering and ensuring timely and accurate submission of the renewal packet to TennCare along with any verification documents necessary for TennCare to determine ongoing financial eligibility. The Contractor shall be responsible only for the provision of assistance as needed by the CHOICES member, which may include assistance in submitting the information to TennCare, in accordance with guidance provided by TennCare. The member is responsible for actions required to establish continued eligibility for the program. Assistance provided by the Contractor to CHOICES Group 1 members shall include coordination with and notification to a nursing facility of its residents due for redetermination, seeking to align submission with the level of care reassessment, and its residents to whom a packet has been sent and such process has not been completed timely, placing the member at risk of losing eligibility, as well as providing direct assistance when needed to ensure the member completes the redetermination process at the time the Care Coordinator completes the LOC annual reassessment process.

- 2.9.7.11.3.1.1.1 If the level of care assessment indicates a change in the level of care, or if the assessment was prompted by a request by a member, a member's representative or caregiver or another entity for a change in level of services, the level of care shall be forwarded to TennCare within five (5) business days of the reassessment for determination;
- 2.9.7.11.3.1.1.2 Except as specified in Section 2.9.7.11.3.1.1.1, if the level of care assessment indicates no change in level of care, the Contractor shall document the date the level of care assessment completed in the member's file; any level of care assessments prompted by a request for a change in level of services shall be submitted to TennCare for determination.
- 2.9.7.11.3.1.1.3 For all persons enrolled into the CHOICES program (CHOICES Group 1 or 2) prior to implementation of the new NF Level of Care (LOC) criteria on July 1, 2012, the Contractor shall be obligated to assess the person's LOC as follows:
  - 2.9.7.11.3.1.1.3.1 The Contractor shall, for purposes of LOC eligibility to remain in the CHOICES Group in which the member is enrolled, assess the member's LOC eligibility be based on the criteria in place at the time of the member's enrollment into that CHOICES group.
  - 2.9.7.11.3.1.1.3.2 The Contractor shall also, for purposes of complying with the Terms and Conditions of the State's Waiver, assess once every 365 days the member's LOC eligibility based on the new LOC criteria in place as of July 1, 2012. The Contractor shall report in the manner prescribed by TennCare the results of the LOC reassessment within ten (10) calendar days of the LOC reassessment completion. This information will be used by the State in its expenditure reporting to CMS.
- 2.9.7.11.3.1.2 Track and monitor all members whose LOC eligibility has an expiration date and ensure that a LOC reassessment (i.e., PAE) is completed and submitted to TennCare at least eight (8) business days prior to expiration of the member's current LOC eligibility segment, including all required supporting documentation needed to appropriately determine the member's LOC eligibility going forward;
- 2.9.7.11.3.1.3 Facilitate access to physical and/or Behavioral Health Services as needed, including transportation to services as specified in Section 2.6.1 and Attachment XI; except as provided in Sections 2.11.1.8 or 2.6.5, transportation for HCBS is not included;
- 2.9.7.11.3.1.4 Monitor and ensure the provision of covered physical health, behavioral health, and/or long-term care services as well as services provided as a cost-effective alternative to other covered services and ensure that services provided meet the member's needs;
- 2.9.7.11.3.1.5 Provide assistance in resolving concerns about service delivery or providers;
- 2.9.7.11.3.1.6 Coordinate with a member's PCP, specialists and other providers, such as the member's mental health case manager, to facilitate a comprehensive, holistic, person-centered approach to care;

- 2.9.7.11.3.1.7 Assist members in establishing and achieving personal wellness goals;
- 2.9.7.11.3.1.8 Contact providers and workers on a periodic basis and coordinate with providers and workers to collaboratively address issues regarding member service delivery and to maximize community placement strategies;
- 2.9.7.11.3.1.9 Share relevant information with and among providers and others when information is available and it is necessary to share for the well-being of the member;
- 2.9.7.11.3.1.10 Determine the appropriate course as specified herein upon (1) receipt of any contact made by or on behalf of a member, regardless of source, which asserts that the member's needs are not met by currently authorized services; (2) the member's hospitalization; or (3) other circumstances which warrant review and potential modification of services authorized for the member;
- 2.9.7.11.3.1.11 When the Contractor is facilitating a member's admission to a nursing facility, ensure that all PASRR requirements have been met prior to the member's admission to a nursing facility, including a PASRR level I screening and as applicable, a level II PASRR evaluation, whether the screening is completed by the nursing facility, the Contractor, or another entity;
- 2.9.7.11.3.1.11.1 The Contractor shall coordinate with the nursing facility to help ensure that current information regarding the member's mental health or intellectual disabilities needs (as available) is reflected in the PASRR screening in order to support an appropriate PASRR determination.
- 2.9.7.11.3.1.12 Update consent forms as necessary; and
- 2.9.7.11.3.1.13 Assure that the organization of and documentation included in the member's file meets all applicable Contractor standards.
- 2.9.7.11.3.2 The Contractor shall provide to contract providers, including but not limited to hospitals, nursing facilities, physicians, behavioral health providers, and caregivers information regarding the role of the care coordinator and shall request providers and caregivers to notify a member's care coordinator, as expeditiously as warranted by the member's circumstances, of any significant changes in the member's condition or care, hospitalizations, or recommendations for additional services. The Contractor shall provide training to key providers and caregivers regarding the value of this communication and remind them that the member identification card indicates if a member is enrolled in CHOICES.
- 2.9.7.11.3.3 The Contractor shall have systems in place to facilitate timely communication between internal departments and the care coordinator to ensure that each care coordinator receives all relevant information regarding their members, e.g., member services, Population Health, Utilization Management, and claims processing. The care coordinator shall follow-up on this information as appropriate, e.g., documentation in

the member's plan of care, monitoring of outcomes, and, as appropriate, needs reassessment and updating the plan of care.

- 2.9.7.11.3.4 The Contractor shall monitor and evaluate a member's emergency department and behavioral health crisis service utilization to determine the reason for these visits. The care coordinator shall take appropriate action to facilitate appropriate utilization of these services, e.g., communicating with the member's providers, educating the member, conducting a needs reassessment, and/or updating the member's plan of care and to better manage the member's physical health or behavioral health condition(s).
- 2.9.7.11.3.5 The Contractor shall develop policies and procedures to ensure that care coordinators are actively involved in discharge planning when a CHOICES member is hospitalized. The Contractor shall define circumstances that require that hospitalized CHOICES members receive a face-to-face visit to complete a needs reassessment and an update to the member's plan of care as needed.
- 2.9.7.11.3.6 The Contractor shall ensure that at each face-to-face visit the care coordinator makes the following observations and documents the observations in the member's file:
  - 2.9.7.11.3.6.1 Member's physical condition including observations of the member's skin, weight changes and any visible injuries;
  - 2.9.7.11.3.6.2 Member's physical environment;
  - 2.9.7.11.3.6.3 Member's satisfaction with services and care;
  - 2.9.7.11.3.6.4 Member's upcoming appointments;
  - 2.9.7.11.3.6.5 Member's mood and emotional well-being;
  - 2.9.7.11.3.6.6 Member's falls and any resulting injuries;
  - 2.9.7.11.3.6.7 A statement by the member regarding any concerns or questions; and
  - 2.9.7.11.3.6.8 A statement from the member's representative or caregiver regarding any concerns or questions (when the representative/caregiver is available).
- 2.9.7.11.3.7 For members receiving community-based residential alternative services, other than assisted care living facility services or companion care, including adult care homes, community living supports and community living supports-family model, the Contractor shall ensure that at each face-to-face visit the care coordinator makes the following observations, in addition to those observations required in Section 2.9.7.11.3.6, documents such observations in the member's file, takes immediate action(s) necessary to address any concern(s) identified based on such observations, and documents resolution of the concern(s) in the member's file:
  - 2.9.7.11.3.7.1 A copy of the plan of care is accessible in the home to all caregivers;

- 2.9.7.11.3.7.2 The plan of care is being implemented and services are being delivered in a manner that is consistent with the member's preferences and which supports the member in achieving their goals and desired outcomes;
- 2.9.7.11.3.7.3 The member is able to make their own choices and maintains control of their home and environment;
- 2.9.7.11.3.7.4 The member is supported in participating fully in community life, including faith-based, social, and leisure activities selected by the individual;
- 2.9.7.11.3.7.5 The member maintains good relationships with housemates, and there are no major, unresolved disputes;
- 2.9.7.11.3.7.6 There is an adequate food supply for the member that is consistent with the member's dietary needs and preferences;
- 2.9.7.11.3.7.7 All utilities are working and in proper order;
- 2.9.7.11.3.7.8 For members whose plan of care reflects that the provider will manage the member's personal funds, review financial records and statements to ensure member's bills have been paid timely and are not overdue, and that there are adequate funds remaining for food, utilities, and any other necessary expenses;
- 2.9.7.11.3.7.9 For members who require 24/7 staff, that such staff are in the residence during the visit and attentive to the member's needs and interests;
- 2.9.7.11.3.7.10 The member has been properly supported in scheduling and attending any medical appointments, as applicable;
- 2.9.7.11.3.7.11 Any medications administered by the staff pursuant to T.C.A. §§ 68-1-904 and 71-5-1414 are documented in a Medication Administration Record in accordance with the member's prescriptions, and that any medication errors have been reported;
- 2.9.7.11.3.7.12 The member's chronic health conditions, as applicable, are being properly managed, and in the case of members receiving CLS 3 or CLS-FM 3, nurse oversight and monitoring, and skilled nursing services are being provided, as appropriate, and as reflected in the member's plan of care for routine, ongoing health care tasks, such as blood sugar monitoring and management, oral suctioning, tube feeding, bowel care, etc.; and
- 2.9.7.11.3.7.13 Any other requirements specified in TennCare policies and protocols.
- 2.9.7.11.3.8 The Contractor shall identify and immediately respond to problems and issues including but not limited to:
  - 2.9.7.11.3.8.1 Service gaps; and

- 2.9.7.11.3.8.2 Complaints or concerns regarding the quality of care rendered by providers, workers, or care coordination staff.
- 2.9.7.11.4 *Minimum Care Coordinator Contacts*
- 2.9.7.11.4.1 The care coordinator shall conduct all needs assessment and care planning activities and shall make all minimum care coordinator contacts as specified below in the member's place of residence, except under extenuating circumstances (such as assessment and care planning conducted during the member's hospitalization, or upon the member's request), which shall be documented in writing.
- 2.9.7.11.4.1.1 While the Contractor may grant a member's request to conduct certain care coordination activities outside their place of residence, the Contractor is responsible for assessing the member's living environment in order to identify any modifications that may be needed and to identify and address, on an ongoing basis, any issues which may affect the member's health, safety and welfare. Repeated refusal by a member in CHOICES Group 2 or 3 to allow the care coordinator to conduct visits in their home may, subject to review and approval by TennCare, constitute grounds for disenrollment from CHOICES Groups 2 or 3, if the Contractor is unable to properly perform monitoring and other contracted functions and to confirm that the member's needs can be safely and effectively met in the home setting.
- 2.9.7.11.4.2 A member may initiate a request to opt out of some of the minimum face-to-face contacts, but only with TennCare review of circumstances and approval. The Contractor shall not encourage a member to request a reduction in face-to-face visits by the care coordinator.
- 2.9.7.11.4.3 The Contractor shall ensure that care coordinators assess each member's need for contact with the care coordinator, to meet the member's individual need and ensure the member's health and welfare. At a minimum, CHOICES members shall be contacted by their care coordinator according to the following time frames:
- 2.9.7.11.4.3.1 Members shall receive a face-to-face visit from their care coordinator in their residence within the time frames specified in Sections 2.9.7.2.4, 2.9.7.2.5 and 2.9.7.3.
- 2.9.7.11.4.3.1.1 The care coordinator may, if preferred by the member and/or legal guardian, if applicable, and documented in the PCSP, complete required visits using telehealth-specifically online videoconferencing using a tablet or other smart mobile device. Primarily, these contacts are for purposes of updates to the plan of care for which a face-to-face needs assessment is not required.
- 2.9.7.11.4.3.1.2 All of the following, at a minimum, shall require in-person face-to-face visit, absent extenuating circumstances such when an in-person meeting may negatively impact the member's or care coordinator's health or safety:
- 2.9.7.11.4.3.1.2.1 Initial intake and assessment visit(s);

- 2.9.7.11.4.3.1.2.2 Annual re-assessment or planning meeting for purposes of updating the PCSP;
- 2.9.7.11.4.3.1.2.3 All minimum face-to-face contacts for CHOICES members at intervals specified in this Contract; and
- 2.9.7.11.4.3.1.2.4 When there is a significant change in needs or circumstances as defined in this Contract.
- 2.9.7.11.4.3.2 Members who are newly admitted to a nursing facility when the admission has not been authorized or arranged by the Contractor, shall receive a face-to-face visit from their care coordinator within ten (10) days of notification of admission.
- 2.9.7.11.4.3.3 Members in CHOICES Group 2 or Group 3 who have transitioned from a nursing facility to the community shall be contacted per the applicable time frame specified in Section 2.9.7.8.
- 2.9.7.11.4.3.4 Within five (5) business days of scheduled initiation of services, the member's care coordinator/care coordination team shall contact members in CHOICES Groups 2 and 3 who begin receiving CHOICES HCBS after the date of enrollment in CHOICES to confirm that services are being provided and that the member's needs are being met (such initial contact may be conducted by phone).
- 2.9.7.11.4.3.5 Within five (5) business days of scheduled initiation of CHOICES HCBS in the updated plan of care, the member's care coordinator/care coordination team shall contact members in CHOICES Groups 2 and 3 to confirm that services are being provided and that the member's needs are being met (such initial contact may be conducted by phone).
- 2.9.7.11.4.3.5.1 When a member is approved for transition from Group 2 to Group 3 or from Group 3 to Group 2, within five (5) business days of scheduled initiation of new or modified CHOICES HCBS in the updated plan of care, the member's care coordinator/care coordination team shall contact members in CHOICES Groups 2 and 3 to confirm that new or modified services are being provided in accordance with the plan of care, and that the member's needs are being met (such initial contact may be conducted by phone).
- 2.9.7.11.4.3.6 Members in CHOICES Group 1 (who are residents of a nursing facility) and who are twenty-one years of age and older shall receive a face-to-face visit from their care coordinator at least twice a year with an interval of at least one-hundred and twenty (120) days between visits. Members in CHOICES Group 1 (who are residents of a nursing facility) who are under the age of twenty-one (21) shall receive a face-to-face visit from their care coordinator at least quarterly with an interval of at least sixty (60) days between visits. The Care Coordinator shall make every effort to coordinate scheduling of this meeting to include the child's parent or legal guardian and shall discuss discharge planning and explore HCBS opportunities. The member's Care

Coordinator must complete each subsequent visit within either one-hundred and eighty (180) or ninety (90) calendar days, respectively, from the previous visit.

- 2.9.7.11.4.3.7 Except as specified in 2.9.7.11.4.3.10 below, members in CHOICES Group 2 shall be contacted by their care coordinator at least monthly either in person or by telephone with an interval of at least fourteen (14) days between contacts. These members shall be contacted via videoconference and/or visited in their residence face-to-face by their care coordinator at least quarterly with a videoconference contact occurring within sixty (60) days of a face-to-face visit and a face-to-face visit occurring within sixty (60) days of a videoconference contact occurring, etc. unless more frequent contacts/visits are required based on the member's needs and circumstances and as reflected in the member's plan of care, based on a significant change in circumstances (see Sections 2.9.9.10.2.1.17), or a short-term nursing facility stay. If the members preference is for face-to-face visits, the care coordinator shall meet in person in accordance with the preference of the member.
- 2.9.7.11.4.3.8 Except as specified in 2.9.7.11.4.3.10 below, members in CHOICES Group 3 shall be contacted by their care coordinator at least quarterly (more frequently when appropriate based on the member's needs and/or request which shall be documented in the plan of care). Such contacts shall be either in person or by telephone with an interval of at least sixty (60) days between contacts. These members shall be contacted via videoconference and visited in their residence face-to-face by their care coordinator at least semi-annually (more frequently when appropriate based on the member's needs and/or request which shall be documented in the plan of care) with alternating videoconference contact and/or face-to-face visit occurring with at least one hundred-twenty (120) days between contacts and visits so that each occurs at least once within a calendar year. If the members preference is for face-to-face visits, the Care Coordinator shall meet in person in accordance with the preference of the member.
- 2.9.7.11.4.3.9 Except as specified in 2.9.7.11.4.3.10 below, members in CHOICES Group 2 participating in MFP shall, for at least the first ninety (90) days following transition to the community, be visited in their residence face-to-face by their care coordinator at least monthly with an interval of at least fourteen (14) days between contacts to ensure that the plan of care is being followed, that the plan of care continues to meet the member's needs, and the member has successfully transitioned back to the community. Thereafter, for the remainder of the member's MFP participation period, minimum contacts shall be as described in Section 2.9.7.11.4.3.7 unless more frequent contacts are required based on the member's needs and circumstances and as reflected in the member's plan of care, or based on a significant change in circumstances (see Sections 2.9.7.1.2.1.17) or a short-term nursing facility stay.
- 2.9.7.11.4.3.10 Members in CHOICES Group 2 or 3 receiving community-based residential alternative services, other than assisted care living facility services or companion care, including adult care homes, community living supports, and community living supports-family model, shall be contacted by their care coordinator at least once



monthly either by telephone or by videoconference (i.e., the member's care coordinator must complete one contact by telephone or by videoconference each month). Face-to-face visits in the member's place of residence shall occur at least quarterly with an interval of at least ninety (90) days between face-to-face visits to ensure that the plan of care is being followed and that the plan of care continues to meet the member's needs, unless more frequent contacts are required based on the member's needs and circumstances and as reflected in the member's plan of care, based on a significant change in circumstances (see Sections 2.9.7.11.2.1.17), or a short-term nursing facility stay.

- 2.9.7.11.4.3.11 Except as specified in 2.9.7.11.4.3.7, members in CHOICES Group 2 participating in MFP shall, for at least the first ninety (90) calendar days following transition to the community, be visited in their residence face-to-face by their Care Coordinator at least monthly (i.e., the member's Care Coordinator must complete each subsequent face-to-face visit within thirty (30) calendar days of the previous visit) to ensure that the PCSP is being followed, that the PCSP continues to meet the member's needs, and the member has successfully transitioned back to the community. Thereafter, for the remainder of the member's MFP participation period, minimum contacts shall be as described in Section 2.9.7.11.4.3.7 unless more frequent contacts are required based on the member's needs and circumstances and as reflected in the member's PCSP or based on a significant change in circumstances or a short-term nursing facility stay.
- 2.9.7.11.5 The Contractor shall ensure a member's care coordinator/care coordination team coordinates with Medicare payors, Medicare Advantage plans, and Medicare providers as appropriate to coordinate the care and benefits of members who are also eligible for Medicare (see Section 2.9.14).
- 2.9.7.11.6 *Member Case Files*
- 2.9.7.11.6.1 The care coordinator/care coordination team shall maintain individual files for each assigned CHOICES member.
- 2.9.7.11.6.2 For members in CHOICES Group 1, the files shall contain at a minimum:
  - 2.9.7.11.6.2.1 Pertinent demographic information regarding the member including the name and contact information of any representative and a list of other persons authorized by the member to have access to health care (including long-term care) related information;
  - 2.9.7.11.6.2.2 Any supplements to the nursing facility plan of care, as applicable;
  - 2.9.7.11.6.2.3 A signed acknowledgement of the member's patient liability amount and the member's understanding regarding their responsibility with respect to payment of patient liability, including the potential consequences for non-payment; and
  - 2.9.7.11.6.2.4 Transition assessment and transition plan, if applicable.
- 2.9.7.11.6.3 For members in CHOICES Groups 2 or 3, the files shall contain at a minimum:

- 2.9.7.11.6.3.1 The most current plan of care, including the detailed plan for back-up providers in situations when regularly scheduled providers are unavailable or do not arrive as scheduled;
- 2.9.7.11.6.3.2 List of providers who will be providing home health, private duty nursing and HCBS paid for by other payors;
- 2.9.7.11.6.3.3 For members whose plan of care includes eligible CHOICES HCBS, written confirmation of the member's decision regarding participation in consumer direction of eligible CHOICES HCBS;
- 2.9.7.11.6.3.4 A completed risk assessment and a risk agreement signed and dated by the member or their representative; and
- 2.9.7.11.6.3.5 For members in CHOICES Group 2, the cost neutrality cap provided by TennCare, and a determination by the Contractor that the projected cost of CHOICES HCBS, home health, and private duty nursing services will not exceed the member's cost neutrality cap.
- 2.9.7.11.6.4 For all CHOICES members, files shall contain at a minimum:
  - 2.9.7.11.6.4.1 For CHOICES members age 21 and older in Groups 1 and 2, a Freedom of Choice form signed and dated by the member or their representative;
  - 2.9.7.11.6.4.2 Evidence that a care coordinator provided the member with CHOICES member education materials (see Section 2.17.7 of this Contract), reviewed the materials, and provided assistance with any questions;
  - 2.9.7.11.6.4.3 Evidence that a care coordinator provided the member with education about the member's ability to use an advance directive and documentation of the member's decision;
  - 2.9.7.11.6.4.4 The most recent level of care assessment and needs assessment (if applicable);
  - 2.9.7.11.6.4.5 Documentation of the member's choice of contract providers for long-term care services;
  - 2.9.7.11.6.4.6 Signed consent forms as necessary in order to share confidential information with and among providers consistent with all applicable state and federal laws and regulations;
  - 2.9.7.11.6.4.7 A list of emergency contacts approved by the member;
  - 2.9.7.11.6.4.8 Documentation of observations completed during face-to-face contact by the care coordinator; and
  - 2.9.7.11.6.4.9 The member's TennCare eligibility end date.

2.9.7.12 Additional Requirements for Care Coordination Regarding Consumer Direction of eligible CHOICES HCBS

2.9.7.12.1 In addition to the roles and responsibilities otherwise specified in this Section 2.9.7, the Contractor shall ensure that the following additional care coordination functions related to consumer direction of eligible CHOICES HCBS are fulfilled. As provided in Section 2.9.8, only members in CHOICES Group 2 or 3 may participate in consumer direction of HCBS. Therefore, requirements regarding consumer direction of HCBS will not apply to the Contractor unless and until the Contractor is directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3. When directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall, as directed by TennCare, comply with all the requirements in Section 2.9.7.11.

2.9.7.12.2 The Contractor shall be responsible for providing all needed eligible CHOICES HCBS using contract providers until all necessary requirements have been fulfilled in order to implement consumer direction of eligible CHOICES HCBS, including but not limited to: the FEA verifies that workers for these services meet all necessary requirements (see Section 2.9.8.6.1 of this Contract); service agreements are completed and signed; and authorizations for consumer directed services are in place. The Contractor, in conjunction with the FEA, shall facilitate a seamless transition between contract providers and workers and ensure that there are no interruptions or gaps in services.

2.9.7.12.3 If a member elects not to receive eligible CHOICES HCBS using contract providers until all necessary requirements have been fulfilled in order to implement consumer direction of eligible CHOICES HCBS:

2.9.7.12.3.1 The Contractor shall document this decision, including date and member/member's representative's signature, in the manner specified by TennCare (see Section 2.9.8.4.3.2 of this Contract).

2.9.7.12.3.2 The member's care coordinator shall visit the member face to face at least monthly to ensure that the member's needs are met and shall continue to offer eligible CHOICES HCBS through contract providers (See Section 2.9.8.4.3.3).

2.9.7.12.3.3 If eligible CHOICES HCBS are not initiated within sixty (60) days following referral to the FEA, the Contractor shall notify the member that eligible CHOICES HCBS must be initiated by contract providers unless these HCBS are not needed on an ongoing basis in order to safely meet the member's needs in the community, in which case, the Contractor shall submit documentation to TennCare to begin the process of disenrollment from CHOICES Group 2 or Group 3, as applicable.

2.9.7.12.4 If a member is interested in participating in consumer direction of eligible CHOICES HCBS and the member does not intend to appoint a representative, the care coordinator shall determine the extent to which the member may require assistance to direct their

services (see Section 2.9.8.4.5). If the care coordinator determines that the member requires assistance to direct their services, based upon the results of a completed self-assessment instrument developed by TennCare, the care coordinator shall inform the member that he/she will need to designate a representative to assume the consumer direction functions on their behalf (see Section 2.9.8.4.5.1).

2.9.7.12.5 The member's care coordinator/care coordination team shall ensure that the person identified to serve as the representative meets all qualifications (see Section 2.9.8.2.1) and that a representative agreement is completed and signed by the member prior to forwarding a referral to the FEA (see Section 2.9.8.4.7).

2.9.7.12.5.1 The member or member's representative must retain authority and responsibility for consumer direction.

2.9.7.12.6 For members electing to participate in consumer direction, forward to the FEA a referral initiating the member's participation in consumer direction of eligible CHOICES HCBS: (1) within two (2) business days of signing the representative agreement; or (2) if a representative is not designated by the member, within two (2) business days of completion of the self-assessment instrument and the care coordinator determines that the member does not require a representative to assist the member in directing their care.

2.9.7.12.7 For members electing to participate in consumer direction, the member's care coordinator shall integrate the member's back-up plan for consumer-directed workers (including any updates thereto) into the member's back-up plan for services provided by contract providers, as applicable, and the member's plan of care. The care coordinator shall review the back-up plan developed by the member or their representative (as applicable) for consumer direction to determine its adequacy to address the member's needs. The care coordinator shall assist the member in implementing the back-up plan as needed, and shall monitor for late and missed visits and to ensure that the back-up plan was implemented timely and that the member's needs are being met.

2.9.7.12.8 For members electing to participate in consumer direction, the member's care coordinator shall reassess the adequacy of the member's back-up plan for consumer direction on at least an annual basis or as frequently as needed, which shall include any time there are changes in the type, amount, duration, scope of eligible CHOICES HCBS or the schedule at which such services are needed, changes in consumer-directed workers (when such workers also serve as a back-up to other workers) or changes in the availability of paid or unpaid back-up workers to deliver needed care.

2.9.7.12.9 For members electing to participate in consumer direction, the member's care coordinator shall develop and/or update risk agreement which takes into account the member's decision to participate in consumer direction, and which identifies any additional risks associated with the member's decision to direct their services, the potential consequences of such risk, as well as measures to mitigate these risks. The

member's representative (if applicable) shall participate in the risk assessment process. The new or updated risk agreement shall be signed by the member (or the member's representative, as applicable) and the care coordinator. The Contractor shall provide a copy of the risk agreement to the member/representative and the FEA.

- 2.9.7.12.10 On an ongoing basis, the Contractor shall ensure that needs reassessments and updates to the plan of care occur per requirements specified in Sections 2.9.7.12 of this Contract. The care coordinator shall ensure that, for members participating in consumer direction, the FEA is invited to participate in these meetings as appropriate.
- 2.9.7.12.11 Within three (3) business days of updating the member's plan of care, the member's care coordinator/care coordination team shall provide a copy of all relevant changes to the FEA (see Section 2.9.7.6.2.7.1. of this Contract).
- 2.9.7.12.12 Within two (2) business days of receipt of the notification from the FEA indicating that all requirements have been fulfilled and the date that the consumer direction can begin for a member, the Contractor shall forward to the FEA an authorization for consumer directed services for that member. Each authorization for consumer directed services shall include authorized service, authorized units of service, including amount, frequency and duration and the schedule at which services are needed, start and end dates, and service code(s).
- 2.9.7.12.13 The member's care coordinator/care coordination team shall work with and coordinate with the FEA in implementing consumer direction of eligible CHOICES HCBS (see Section 2.9.8.3.4).
- 2.9.7.12.14 The member's care coordinator shall monitor consumer direction of eligible CHOICES HCBS.
- 2.9.7.12.15 The Contractor shall establish a process that allows for the efficient exchange of all relevant member information between the Contractor and the FEA.
- 2.9.7.12.16 The care coordinator shall determine a member's interest in enrolling in or continuing to participate in consumer direction annually and shall document the member's decision in the member's plan of care.
- 2.9.7.12.17 If at any time a Tier 1 Reportable Event is suspected, the member's care coordinator or the FEA shall report the allegations to the to the DIDD Abuse Hotline as soon as possible, but no later than four (4) hours after the occurrence of the event or the discovery thereof and a typed report is submitted by the Event Management Coordinator (EMC) to the DIDD Event Management Unit at Central Office and the MCO within one (1) business day in accordance with the Contractor's abuse and neglect plan protocols. The notification shall be completed using a Reportable Event Form as prescribed by TennCare. If the allegation is in reference to a worker or representative and concerns physical or sexual abuse, the FEA shall contact the member/representative to determine if the member/representative wants to place the

worker or representative on administrative leave until DIDD has completed its investigation. If the representative is the subject of the allegation, the representative shall not be allowed to decide whether to take leave, and such a decision shall solely be up to the member. The member/representative may additionally decide to remove staff at their discretion for allegations concerning other Tier 1 or Tier 2 events, as applicable. The FEA shall notify the Contractor regarding this communication with the member/representative and the member or representative's decision. The care coordinator shall work with the member to find a new representative and the FEA shall work with the member to find a suitable replacement worker, if applicable. If the allegations are substantiated as a result of the investigation, the representative or worker shall no longer be allowed to participate in the CHOICES program as a representative or worker. If the investigation is inconclusive, the member may elect to retain the worker or representative. The member's care coordinator, with assistance from the FEA as appropriate, shall make any updates to the member's plan of care and/or risk assessment/risk agreement deemed necessary to help ensure the member's health and safety, and shall provide, at least annually, education of the member and their representative of the risk of, and signs and symptoms of, abuse and neglect. The Contractor may initiate action to involuntarily disenroll the member from consumer direction at any time the Contractor feels that the member's decisions or actions constitute unreasonable risk such that the member's needs can no longer be safely and effectively met in the community while participating in consumer direction.

#### 2.9.7.13 Care Coordination Staff

- 2.9.7.13.1 The Contractor shall establish qualifications for care coordinators. At a minimum, care coordinators shall be an RN or LPN or have a bachelor's degree in social work, nursing or other health care profession. A care coordinator's direct supervisor shall be a licensed social worker or registered nurse with a minimum of two (2) years of relevant health care (preferably long-term care) experience.
- 2.9.7.13.2 If the Contractor elects to use a care coordination team, the Contractor's policies and procedures shall specify the qualifications, experience and training of each member of the team and ensure that functions specific to the assigned care coordinator are performed by a qualified care coordinator (see Section 2.9.7.4.4).
- 2.9.7.13.3 The Contractor shall ensure that an adequate number of care coordinators are available and to ensure the required staffing ratios (see Sections 2.9.7.13.4, 2.9.7.13.5 and 2.9.7.13.6.3 through 2.9.7.13.6.5) are maintained to address the needs of CHOICES members and meet all the requirements described in this Contract.
- 2.9.7.13.4 The required average weighted care coordinator-to-CHOICES member staffing ratio is no more than 1:125. Effective July 1, 2015, the required average weighted care coordinator-to-CHOICES member staffing ratio shall be no more than 1:115. Such average shall be derived by dividing the total number of full-time equivalent care coordinators by the total weighted value of CHOICES members as delineated below.

- 2.9.7.13.5 The required maximum caseload for any individual care coordinator is a weighted value of no more than one hundred seventy-five (175) CHOICES members. Effective July 1, 2015, the required maximum caseload for any individual care coordinator is a weighted value of no more than one hundred sixty-five (165) CHOICES members.
- 2.9.7.13.6 The contractor shall use the following methodology to calculate weighted care coordinator-to-CHOICES member staffing ratios and care coordinator caseloads:
- 2.9.7.13.6.1 Each CHOICES Group 1 member shall be factored into the weighted care coordinator-to-CHOICES member staffing ratio and weighted caseload calculations utilizing an acuity level of one (1), EXCEPT that:
- 2.9.7.13.6.1.1 Upon completion of a Transition Assessment which indicates that a Group 1 member is a candidate for transition to the community, such member shall be factored into the weighted caseload and staffing ratio calculations using an acuity level of two and one-half (2.5) until such time as the member is transitioned to CHOICES Group 2 or Group 3 or the member is no longer a candidate for transition;
- 2.9.7.13.6.1.2 CHOICES Group 1 members under twenty-one (21) years of age shall be factored into the weighted caseload and staffing ratio calculations utilizing an acuity level of two and one-half (2.5).
- 2.9.7.13.6.2 Each CHOICES Group 2 member shall be factored into the weighted caseload and staffing ratio calculations utilizing an acuity level of two and one-half (2.5);
- 2.9.7.13.6.3 Each CHOICES Group 3 member shall be factored into the weighted caseload and staffing ratio calculations utilizing an acuity level of one and three quarters (1.75). Effective July 1, 2015, each CHOICES Group 3 member shall be factored into the weighted caseload and staffing ratio calculations utilizing an acuity level of two (2):
- 2.9.7.13.6.3.1 Effective July 1, 2015, using the delineated acuity factors, the following provides examples of the composition of caseloads with a weighted value of 115:

CHOICES Group 1	CHOICES Group 2	CHOICES Group 3	Total CHOICES Members on Caseload
115	0		115
100	6		106
50	10	20	80
25	24	15	64
0	46		46

2.9.7.13.6.3.2 Effective July 1, 2015, using the delineated acuity factors, the following delineates the composition of caseloads with a weighted value of 165:

CHOICES Group 1	CHOICES Group 2	CHOICES Group 3	Total CHOICES Members on Caseload
165	0		165
125	16		141
75	20	20	115
50	34	15	99
0	66		66

2.9.7.13.7 The Contractor shall proactively plan for staff turnover and shall monitor caseload assignments and weighted care coordinator-to-CHOICES member staffing ratios and adjust hiring practices and care coordinator assignments as necessary to meet the requirements of this Contract and to address members' needs.

2.9.7.13.8 Upon request, the Contractor shall provide to TennCare documentation of such monitoring, including an itemized list by care coordinator of the total number of members assigned, and the number of Group 1 members (including members in transition and children under age 21), Group 2 and Group 3 members that comprise each care coordinator's caseload.

2.9.7.13.9 In the event that the Contractor is determined to be deficient with any requirement pertaining to care coordination as set forth in this Contract, the amount of financial sanctions assessed shall take into account whether or not the Contractor has complied with the required average weighted care coordinator to CHOICES member staffing ratio and the maximum weighted care coordinator caseload amounts set forth in Sections 2.9.7.13.4 and 2.9.7.13.5, based on the most recent monthly CHOICES Caseload and Staffing Ratio Report. All applicable sanctions set forth in Sections E.27.2.2.6, E.27.2.2.7.A.16, E.27.2.2.7.A.18, E.27.2.2.7.A.19, E.27.2.2.7.A.20, E.27.2.2.7.A.21, E.27.2.2.7.A.22, E.27.2.2.7.A.23, E.27.2.2.7.A.28, E.27.2.2.7.A.29, E.27.2.2.7.A.30, E.27.2.2.7.A.31, E.27.2.2.7.A.32, E.27.2.2.7.A.33, E.27.2.2.7.A.34, E.27.2.2.7.A.35, E.27.2.2.7.A.37, E.27.2.2.7.B.21, and E.27.2.2.7.C.7 of this Contract shall be multiplied by two (2) when the Contractor has not complied with these requirements.

2.9.7.13.10 TennCare will reevaluate Care Coordinator-to-CHOICES member staffing ratio requirements on at least an annual basis and may make adjustments based on the needs of CHOICES members, CHOICES program requirements and MCO performance.

2.9.7.13.11 TennCare may request changes in the Contractor's Care Coordination Staffing Plan at any time it determines that the Contractor does not have sufficient care coordination staff to properly and timely perform its obligations under this Contract.



- 2.9.7.13.12 The Contractor shall establish a system to assign care coordinators and to notify the member of their assigned care coordinator's name and contact information in accordance with Section 2.9.7.4.3.
- 2.9.7.13.13 The Contractor shall ensure that members have a telephone number to call to directly contact (without having to disconnect or place a second call) their care coordinator or a member of their care coordination team (if applicable) during normal business hours. If the member's care coordinator or a member of the member's care coordination team is not available, the call shall be answered by another qualified staff person in the care coordination unit. If the call requires immediate attention from a care coordinator, the staff member answering the call shall immediately transfer the call to the member's care coordinator (or another care coordinator if the member's care coordinator is not available) as a Warm Transfer (see definition in Section 1). After normal business hours, calls that require immediate attention by a care coordinator shall be transferred to a care coordinator as specified in Section A.2.18.1.6.
- 2.9.7.13.14 The Contractor shall permit members to change to a different care coordinator if the member desires and there is an alternative care coordinator available. Such availability may take into consideration the Contractor's need to efficiently deliver care coordination in accordance with requirements specified herein, including for example, the assignment of a single care coordinator to all CHOICES members receiving nursing facility or community-based residential alternative services from a particular provider. Subject to the availability of an alternative care coordinator, the Contractor may impose a six (6) month lock-in period with an exception for cause after a member has been granted one (1) change in care coordinators.
- 2.9.7.13.15 In order to ensure quality and continuity of care, the Contractor shall make efforts to minimize the number of changes in care coordinator assigned to a member. A Contractor initiated change in care coordinators may be appropriate in the following circumstances:
- 2.9.7.13.15.1 Care coordinator is no longer employed by the Contractor;
  - 2.9.7.13.15.2 Care coordinator has a conflict of interest and cannot serve the member;
  - 2.9.7.13.15.3 Care coordinator is on temporary leave from employment; and
  - 2.9.7.13.15.4 Care coordinator caseloads must be adjusted due to the size or intensity of an individual care coordinator's caseload.
- 2.9.7.13.16 The Contractor shall develop policies and procedures regarding notice to members of care coordinator changes initiated by either the Contractor or the member, including advance notice of planned care coordinator changes initiated by the Contractor.
- 2.9.7.13.17 The Contractor shall ensure continuity of care when care coordinator changes are made whether initiated by the member or by the Contractor. The Contractor shall demonstrate use of best practices by encouraging newly assigned care coordinators to

attend a face-to-face transition visit with the member and the out-going care coordinator when possible.

- 2.9.7.13.18 The Contractor shall provide initial training to newly hired care coordinators and ongoing training to care coordinators. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, training shall focus on the requirements applicable to CHOICES Group 1. When directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall, as directed by TennCare, train care coordinators on requirements applicable to CHOICES Group 2 and/or 3. Initial training topics shall include at a minimum:
  - 2.9.7.13.18.1 The CHOICES program including a description of the CHOICES groups; eligibility for CHOICES enrollment; enrollment in CHOICES; enrollment targets for Groups 2 and 3 (excluding Interim Group 3), including reserve capacity and administration of waiting lists; and CHOICES benefits, including benefit limits, the individual cost neutrality cap for Group 2, and the expenditure cap for Group 3;
  - 2.9.7.13.18.2 Facilitating CHOICES enrollment for current members;
  - 2.9.7.13.18.3 Level of care and needs assessment and reassessment, development of a person-centered plan of care, and updating the plan of care including training on the tools and protocols;
  - 2.9.7.13.18.4 Development and implementation of back-up plans;
  - 2.9.7.13.18.5 Risk assessment and development of a member-specific risk agreement;
  - 2.9.7.13.18.6 Consumer direction of eligible CHOICES HCBS;
  - 2.9.7.13.18.7 Self-direction of health care tasks;
  - 2.9.7.13.18.8 Coordination of care for duals;
  - 2.9.7.13.18.9 EVV;
  - 2.9.7.13.18.10 Conducting a home visit and use of the monitoring checklist;
  - 2.9.7.13.18.11 How to immediately identify and address service gaps;
  - 2.9.7.13.18.12 Management of critical transitions (including hospital discharge planning);
  - 2.9.7.13.18.13 Nursing facility diversion;
  - 2.9.7.13.18.14 Nursing facility to community transitions, including training on tools and protocols;
  - 2.9.7.13.18.15 Management of transfers between nursing facilities and CBRA, including adult care homes, community living supports, and community living supports-family model;

- 2.9.7.13.18.16 Facilitation of transitions between CHOICES Groups;
- 2.9.7.13.18.17 For all CHOICES members, as applicable, members' responsibility regarding patient liability, including the consequences of not paying patient liability;
- 2.9.7.13.18.18 Alzheimer's, dementia and cognitive impairments;
- 2.9.7.13.18.19 Traumatic brain injury;
- 2.9.7.13.18.20 Physical disabilities;
- 2.9.7.13.18.21 Population Health
- 2.9.7.13.18.22 Behavioral health;
- 2.9.7.13.18.23 Evaluation and management of risk;
- 2.9.7.13.18.24 Identifying and reporting abuse/neglect (see Section 2.24.4);
- 2.9.7.13.18.25 Reportable Events reporting (see Section 2.15.7);
- 2.9.7.13.18.26 Fraud, waste, and abuse, including identifying, and reporting fraud, waste, and abuse;
- 2.9.7.13.18.27 Advance directives and end-of-life care;
- 2.9.7.13.18.28 HIPAA/HITECH;
- 2.9.7.13.18.29 Cultural competency;
- 2.9.7.13.18.30 Disaster planning;
- 2.9.7.13.18.31 Available community resources for non-covered services;
- 2.9.7.13.18.32 The Care Coordinator's role and responsibility in implementing the Advance Determination process including qualifying criteria, when the process may be implemented, and what documentation must be presented to support the determination pursuant to TennCare rule 12 13 01-05;
- 2.9.7.13.18.33 The Care Coordinator's role and responsibility in assessing members who have been conditionally enrolled into CHOICES and coordination with the nursing facility to facilitate timely transition, when appropriate;
- 2.9.7.13.18.34 The Care Coordinator's role and responsibility in facilitating denial of enrollment into or termination of enrollment from CHOICES Groups 2 or 3 when a determination has been made that the applicant or member (as applicable) cannot be safely served within the member's cost neutrality cap (CHOICES Group 2) or Expenditure Cap (CHOICES Group 3); and
- 2.9.7.13.18.35 The Care Coordinator's role and responsibility in facilitating access to other medically TennCare covered benefits, including home health and Behavioral Health Services.

- 2.9.7.13.19 The Contractor shall establish an ongoing training program for care coordinators. Topics to be covered shall be determined by the Contractor based on its monitoring of care coordination (see Section 2.9.7.14) and the CHOICES program, and feedback from TennCare.
- 2.9.7.13.20 The Contractor shall establish roles and job responsibilities for care coordinators. The job responsibilities shall include a description of activities and required time frames for completion. These activities shall include the requirements specified in this Section 2.9.7.
- 2.9.7.14 Care Coordination Monitoring
- 2.9.7.14.1 The Contractor shall develop a comprehensive program for monitoring, on an ongoing basis, the effectiveness of its care coordination processes. The Contractor shall immediately remediate all individual findings identified through its monitoring process and shall also track and trend such findings and remediations to identify systemic issues of poor performance and/or non-compliance, implement strategies to improve care coordination processes and resolve areas of non-compliance, and shall measure the success of such strategies in addressing identified issues. At a minimum, the Contractor shall ensure that:
- 2.9.7.14.1.1 Care coordination tools and protocols are consistently and objectively applied, and outcomes are continuously measured to determine effectiveness and appropriateness of processes;
- 2.9.7.14.1.2 Level of care assessments and level of care reassessments occur on schedule and are submitted to TennCare in accordance with requirements in Section 2.9.7.11.3.1.1;
- 2.9.7.14.1.3 Needs assessments and reassessment, as applicable, occur on schedule and in compliance with this Contract;
- 2.9.7.14.1.4 Plans of care for CHOICES Groups 2 and 3 are developed and updated on schedule and in compliance with this Contract;
- 2.9.7.14.1.5 Plans of care for CHOICES Groups 2 and 3 reflect needs identified in the needs assessment and reassessment process;
- 2.9.7.14.1.6 Plans of care for CHOICES Groups 2 and 3 are appropriate and adequate to address member needs;
- 2.9.7.14.1.7 Services are delivered as described in the plan of care and authorized by the Contractor;
- 2.9.7.14.1.8 Services are appropriate to address the member's needs;
- 2.9.7.14.1.9 Services are delivered in a timely manner;
- 2.9.7.14.1.10 Service utilization is appropriate;
- 2.9.7.14.1.11 Service gaps are identified and addressed in a timely manner;

- 2.9.7.14.1.12 Minimum care coordinator contacts are conducted;
- 2.9.7.14.1.13 Care coordinator-to-member ratios are appropriate;
- 2.9.7.14.1.14 The cost neutrality cap for members in CHOICES Group 2 and the expenditure cap for members in CHOICES Group 3 are monitored and appropriate action is taken if a member is nearing or exceeds their cost neutrality or expenditure cap; and
- 2.9.7.14.1.15 That benefit limits are monitored and that appropriate action is taken if a member is nearing or exceeds a benefit limit.
- 2.9.7.14.2 The Contractor shall provide to TennCare the reports required by Section 2.30.
- 2.9.7.14.3 The Contractor shall oversee its selected EVV vendor to ensure the EVV system operates in compliance with this Contract, and with policies and protocols established by TennCare. The Contractor shall notify TennCare within five (5) business days of the identification of any issue affecting EVV system operation which impacts the Contractor's performance of this Contract, including actions that will be taken by the Contractor to resolve the issue and the specific time frames within which such actions will be completed.
- 2.9.7.14.4 The Contractor shall establish business processes and procedures which shall include a standard process by which providers may notify the Contractor of exceptions for which an action by the Contractor is required for resolution and shall maintain an adequate number of qualified, trained staff to support the operation of the EVV system. These staff will ensure that:
  - 2.9.7.14.4.1 Authorizations as defined pursuant to 2.9.7.2.5.12. are entered into the EVV system timely and accurately, including any changes in such authorizations based on changes in the member's plan of care.
  - 2.9.7.14.4.2 Authorizations provided by the Contractor outside the EVV system are consistent with authorizations entered by the Contractor into the EVV system and with the member's currently approved plan of care.
  - 2.9.7.14.4.3 Any actions required by the Contractor to resolve exceptions in the EVV system, e.g., a change in the service authorization, are completed within three (3) business days so that claims for services can be submitted for payment.
  - 2.9.7.14.4.4 The Contractor monitors on an ongoing basis and reports to TennCare upon request, the total volume of CHOICES HCBS that have been provided but not reimbursed due to issues with the EVV system or due to individual exceptions, and proactively works with providers and the FEA to ensure that issues are corrected and exceptions are resolved as expeditiously as possible and within the time frames specified above in order to provide payment as appropriate for services delivered.

- 2.9.7.14.5 The Contractor shall purchase and implement an EVV system to monitor member receipt and utilization of CHOICES HCBS (for members enrolled in CHOICES Group 2 or Group 3) including at a minimum, personal care, attendant care, and home-delivered meals and home health and private duty nursing, as well as specified wraparound HCBS for children enrolled in Katie Beckett Part A. The Contractor shall select its own EVV vendor and shall ensure, in the development of such system, the following minimal functionality: The Contractor shall select its own EVV vendor and shall ensure, in the development of such system, the following minimal functionality:
- 2.9.7.14.5.1 The ability to log the arrival and departure of an individual provider staff person or worker;
- 2.9.7.14.5.2 The ability to verify in accordance with business rules that services are being delivered in the correct location (e.g., the member’s home);
- 2.9.7.14.5.3 The ability to verify the identity of the individual provider staff person or worker providing the service to the member;
- 2.9.7.14.5.4 The ability to match services provided to a member with services authorized in the plan of care;
- 2.9.7.14.5.5 The ability to ensure that the provider/worker delivering the service is authorized to deliver such services;
- 2.9.7.14.5.6 The ability to establish a schedule of services for each member which identifies the time at which each service is needed, and the amount, frequency, duration and scope of each service, and to ensure adherence to the established schedule;
- 2.9.7.14.5.7 The ability to provide immediate (i.e., “real time”) notification to care coordinators if a provider or worker does not arrive as scheduled or otherwise deviates from the authorized schedule so that service gaps and the reason the service was not provided as scheduled, are immediately identified and addressed, including through the implementation of back-up plans, as appropriate;
- 2.9.7.14.5.8 The ability to collect real-time data regarding the member’s experience of care, including member Point of Service Satisfaction surveys, and to aggregate such data for purposes of a provider report card and value-based payment approach;
- 2.9.7.14.5.9 The ability for a provider of home-delivered meals to log in and enter the meals that have been delivered during the day, including the member’s name, time delivered and the reason a meal was not delivered (when applicable);
- 2.9.7.14.5.10 The ability for a provider, e.g., adult day care provider, to log in and enter attendance for the day; and
- 2.9.7.14.5.11 The Contractor shall ensure that the EVV system creates and makes available to providers and to the FEA on at least a daily basis an electronic claims submission file

in the 837 format, including exceptions which have been resolved, which may be submitted to the Contractor for claims processing at the appropriate frequency.

- 2.9.7.14.6 The Contractor shall require and shall conduct Readiness Review activities as necessary to confirm that the EVV system vendor has a plan in place and will be compliant with all Version 5010 and ICD-10 coding requirements in a timely manner.
- 2.9.7.14.7 Notwithstanding the address and/or phone number in the 834 file, the Contractor shall use the member's address or phone number or appropriate alternative phone number, as confirmed during the intake visit (see Section 2.9.7.3.9.) and updated (as applicable) during subsequent care coordination contacts (see Section 2.9.7.11.2.1.5.) for all HCBS that will be logged into the EVV system.
- 2.9.7.14.8 The Contractor shall not require that provider staff delivering home-delivered meals log in at arrival and departure. Instead, the provider may opt to log in on a daily basis after meals have been delivered and enter information on all the meals that were delivered that day (see Section 2.9.7.14.3.8 above).
- 2.9.7.14.9 The Contractor shall monitor and use information from the EVV system to verify that services to members in CHOICES Group 2 or Group 3 and that home health, private duty nursing, and specified wraparound HCBS for children enrolled in Katie Beckett Part A are provided as specified in the plan of care, and in accordance with the established schedule, including the amount, frequency, duration, and scope of each service, and that services are provided by the authorized provider/worker; and to identify and immediately address service gaps, including late and missed visits. The Contractor shall monitor services anytime a member is receiving services, including after the Contractor's regular business hours.
- 2.9.7.14.10 The Contractor shall amend its scope of work with its EVV contractor to require its contractor to develop and implement an EVV system that meets minimum requirements for compliance with the 21<sup>st</sup> Century Cures Act for the 1915(c) HCBS Waivers and for Katie Beckett Part B operated by the Department of Intellectual and Developmental Disabilities and which shall be in place until January 1, 2022, or a subsequent date as determined by TennCare with at least thirty (30) days advance written notification. The Contractor shall ensure that its EVV contractor coordinates with DIDD to ensure seamless and timely transition to DIDD's selected EVV vendor.
- 2.9.7.14.11 The Contractor shall develop and maintain an electronic case management system that includes the functionality to ensure and document compliance with all requirements specified in the Section 1115 TennCare Demonstration Waiver, federal and state laws and regulations, this Contract, and TennCare policies and protocols, including but not limited to the following:
  - 2.9.7.14.11.1 The ability to capture and track key dates and time frames specified in this Contract, e.g., as applicable, date of referral for potential CHOICES enrollment, date the level of care assessment and plan of care were submitted to TennCare, date of CHOICES

enrollment, date of development of the plan of care, date of authorization of the plan of care, date of initial service delivery for each service in the plan of care, date of each level of care and needs reassessment, date of each update to the plan of care, and dates regarding transition from a nursing facility to the community;

- 2.9.7.14.11.2 The ability to capture and track compliance with minimum care coordination contacts as specified in Section 2.9.7.11.4 of this Contract;
- 2.9.7.14.11.3 The ability to notify the care coordinator about key dates, e.g., TennCare eligibility end date, date for annual level of care reassessment, date of needs reassessment, and date for update to the plan of care;
- 2.9.7.14.11.4 The ability to capture and track eligibility/enrollment information, level of care assessments and reassessments, and needs assessments and reassessments;
- 2.9.7.14.11.5 The ability to capture and monitor the plan of care;
- 2.9.7.14.11.6 The ability to track requested and approved service authorizations, including covered long-term care services and any services provided as a cost-effective alternative to other covered services;
- 2.9.7.14.11.7 The ability to document all referrals received by the care coordinator, independent support coordinator, or DIDD case manager on behalf of the member for covered long-term services and supports; home health and private duty nursing services; other physical or Behavioral Health Services needed to help the member maintain or improve their physical or behavioral health status or functional abilities and maximize independence; and other social support services and assistance needed in order to ensure the member's health, safety and welfare, and as applicable, to delay or prevent the need for more expensive institutional placement, including notes regarding how such referral was handled by the care coordinator, independent support coordinator, or DIDD case manager;
- 2.9.7.14.11.8 The ability to establish a schedule of services for each member which identifies the time at which each service is needed and the amount, frequency, duration and scope of each service;
- 2.9.7.14.11.9 The ability to provide, via electronic interface with the EVV system, service authorizations on behalf of a member in CHOICES Group 2 or 3, including the schedule at which each service is needed;
- 2.9.7.14.11.10 The ability to provide, via electronic interface with the FEA, referrals and service authorizations for members in CHOICES Group 2 or 3 who are participating in consumer direction of HCBS;
- 2.9.7.14.11.11 The ability to track service delivery against authorized services and providers;



- 2.9.7.14.11.12 The ability to track actions taken by the care coordinator to immediately address service gaps for members in CHOICES Group 2 or 3; and
- 2.9.7.14.11.13 The ability to document case notes relevant to the provision of care coordination.
- 2.9.7.14.11.14 The Contractor shall have a system or method to store the PCSP and related documents for 1915(c) waiver members, and to make such information available for purposes of coordinating physical and Behavioral Health Services and Population Health.
- 2.9.7.14.12 The Contractor shall also monitor the EVV system to validate that any given worker is not clocked into multiple shifts at the same time and shall have a process in place to address this with the provider(s) as needed, and to ensure that overlapping visits by the same worker are not paid.
- 2.9.7.15 PAE Tracking System
  - 2.9.7.15.1 The Contractor shall use the TennCare PAE Tracking System, the system of record for CHOICES and I/DD MLTSS Programs level of care determinations, to facilitate submission of all Pre-Admission Evaluation (i.e., level of care) applications, including required documentation pertaining thereto, and to facilitate enrollments into and transitions between LTSS programs, including CHOICES and I/DD MLTSS Programs. The Contractor shall comply with all data entry and tracking processes and timelines established by TennCare in policy or protocol in order to ensure efficient and effective administration and oversight of the CHOICES and I/DD MLTSS Program.
- 2.9.8 Money Follows the Person (MFP) Rebalancing Demonstration
  - 2.9.8.1 The Contractor shall, in accordance with this Contract and federal and State laws, regulations, policies and protocols, assist Eligible Individuals living in a Qualified Institution in transitioning to a Qualified Residence in the community under the State's MFP Rebalancing Demonstration (MFP). For members enrolled in the 1915(c) Statewide Waiver receiving Medical Residential services, the Contractor shall coordinate such transition with DIDD as outlined in the Program Ops
  - 2.9.8.2 Eligible individuals with I/DD transitioning to a Qualified Residence in the community from a Qualified Institution shall be transitioned into ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver as appropriate pursuant to TennCare policies and protocols for institution-to-community transitions and may also be enrolled into MFP if such members meet nursing facility level of care and other eligibility requirements for program enrollment. For persons enrolled in ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver who are also participating in MFP, the Contractor shall comply with all applicable provisions of this Contract pertaining to the applicable program. This section sets forth additional requirements pertaining to the Contractor's responsibilities specifically as it relates to MFP.

- 2.9.8.2.1 For CHOICES Group 1 members not eligible to participate in MFP or who elect not to participate in MFP, the Contractor shall nonetheless facilitate transition to the community as appropriate and in accordance with Section 2.9.6.8.
- 2.9.8.2.2 The Contractor shall not delay an individual's transition from an ICF/IID to the community for the purpose of meeting the sixty (60) day consecutive stay requirement for enrollment into MFP.
- 2.9.8.3 Identification of MFP Participants
- 2.9.8.3.1 The Contractor shall identify members who may have the ability and/or desire to transition from a Qualified Institution to the community in accordance with Section 2.9.7.9.
- 2.9.8.3.2 The Contractor shall assess all ICF/IID residents transitioning from the ICF/IID to ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver as appropriate and eligible, for participation in MFP. In such instances, the Contractor must work with the ICF/IID provider to complete all required screening and transition activities.
- 2.9.8.3.3 Members may only elect to participate in MFP and the Contractor may only enroll a member into MFP prior to the member's transition from the Qualified Institution to the community. Members will not be eligible to enroll in MFP if they have already transitioned out of the Qualified Institution.
- 2.9.8.4 Eligibility/Enrollment into MFP
- 2.9.8.4.1 Member participation in MFP is voluntary. Members may deny consent to participate in MFP or may withdraw consent to participate in MFP at any time without affecting their enrollment in CHOICES or ECF CHOICES.
- 2.9.8.4.2 If a member withdraws from MFP, they cannot participate in MFP again without meeting the eligibility requirements for enrollment into MFP (e.g., following a sixty (60)-day stay in a Qualified Institution).
- 2.9.8.4.3 The only members eligible to transition to the community and enroll in MFP are Eligible Individuals residing in a Qualified Institution with I/DD who meet nursing facility level of care and transition to the community to ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver.
- 2.9.8.4.4 In addition to facilitating transition from a Qualified Institution to ECF CHOICES, CHOICES HCBS, or Medical Services through the 1915(c) Statewide Waiver pursuant to Section 2.9.7.9 of this Contract and TennCare's policies and protocols, the Contractor shall facilitate the enrollment of Eligible Individuals who consent into MFP.
- 2.9.8.4.5 The member's Care Coordinator or Support Coordinator and/or transition team, as applicable, shall, using information provided by TennCare, provide each potential MFP

participant with an overview of MFP and answer any questions the participant has. The Contractor shall have each potential MFP participant or their authorized representative, as applicable, sign an MFP Informed Consent Form affirming that such overview has been provided by the Contractor and documenting the member's decision regarding MFP participation.

2.9.8.4.6 Once a potential MFP participant has consented to participate in MFP, the Contractor shall notify TennCare within two (2) business days via the PAE Tracking System unless otherwise directed by TennCare and shall maintain supporting documentation as specified by TennCare that shall be made available to TennCare upon request.

2.9.8.4.7 The Contractor shall verify that each potential MFP participant is an Eligible Individual and shall provide attestation thereof to TennCare. The Contractor shall enter all required data elements into the PAE Tracking System unless otherwise directed by TennCare and shall maintain supporting documentation as specified by TennCare that shall be made available to TennCare upon request.

2.9.8.4.8 The Contractor shall verify that each potential MFP participant will transition into a Qualified Residence in the community and shall provide attestation thereof to TennCare. The Contractor shall enter all required data elements into the PAE Tracking System unless otherwise directed by TennCare and shall maintain supporting documentation as specified by TennCare that shall be made available to TennCare upon request.

2.9.8.4.9 Final determinations regarding whether a member can enroll into MFP shall be made by TennCare based on information provided by the Contractor.

2.9.8.4.10 TennCare may request and the Contractor shall submit within thirty (30) days any additional documentation as needed to make such determination. Documentation submitted by the Contractor may be verified, to the extent practicable, by other information, either prior or subsequent to enrollment in MFP, including eligibility, claims and encounter data.

#### 2.9.8.5 Participation in MFP

2.9.8.5.1 The participation period for MFP is 365 days. This includes all days during which the member resides in the community, regardless of whether ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver are received each day. Days are counted consecutively except for days during which the member is admitted to an inpatient facility.

2.9.8.5.2 The participation period for MFP does not include any days during which the member is admitted to an inpatient facility.

2.9.8.5.3 MFP participation will be "suspended" in the event a member is re-admitted for a short-term inpatient facility stay. Member will not have to re-qualify for MFP regardless of

the number of days the member is in the inpatient facility and shall be re-instated in MFP upon return to a Qualified Residence in the community unless Medicaid eligibility is lost during this time. If Medicaid eligibility is lost and regained, they may re-enroll in MFP but MFP 365-day participation restarts.

- 2.9.8.5.4 It may take longer than 365 calendar days to complete the 365-day MFP participation period days since a member's participation period may be interrupted by one or more inpatient facility stays.
- 2.9.8.5.5 For MFP participants, a significant change in circumstances (see Section 2.9.7.11.2.1.17) shall include any admission to an inpatient facility, including a hospital, psychiatric hospital, PRTF, nursing facility, ICF/IID or Medicare-certified Skilled Nursing Facility. The member's Care Coordinator or Support Coordinator shall (see Section 2.9.6.2.4) visit the member face-to-face within five (5) business days of any inpatient facility admission and shall assess the member's needs, conduct a comprehensive assessment and update the member's PCSP, including conducting a risk assessment and updating the PCSP with any identified risks and corresponding mitigation strategies as deemed necessary based on the member's needs and circumstances. If the visit is conducted in the inpatient facility, the Contractor may elect to have someone who meets the qualifications of a Care Coordinator or Support Coordinator complete the required face-to-face visit and conduct a comprehensive assessment, in which case, the qualified individual conducting the face-to-face visit shall coordinate with the member's Care Coordinator or Support Coordinator to update the member's PCSP, including conducting a risk assessment and updating the PCSP with any identified risk and corresponding mitigation strategies for members, as deemed necessary based on the member's needs and circumstances.
- 2.9.8.5.6 The Contractor shall review the circumstances which resulted in the inpatient facility admission and shall evaluate whether the services and supports provided to the member are sufficient to safely meet their needs in the community such that continued participation in ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver and in MFP is appropriate.
- 2.9.8.5.7 The Contractor shall notify TennCare within five (5) business days of admission any time a member is admitted to an inpatient facility. Such notification shall be made via the PAE Tracking System unless otherwise directed by TennCare. The Contractor shall maintain supporting documentation as specified by TennCare that shall be made available to TennCare upon request.
- 2.9.8.5.7.1 For purposes of MFP, admission for observation (which is not considered inpatient care) shall not be considered admission to an inpatient facility. Nor shall participation in MFP be suspended during observation days.
- 2.9.8.5.8 The Contractor shall be involved in discharge planning on behalf of any MFP participant admitted to an inpatient facility.

- 2.9.8.5.9 The Contractor shall notify TennCare within two (2) business days when an MFP participant is discharged from a short-term stay in an inpatient facility. Such notification shall include whether the member is returning to the same Qualified Residence in which they lived prior to the inpatient stay, or a different residence which shall also be a Qualified Residence. Such notification shall be made via the PAE Tracking System unless otherwise directed by TennCare. The Contractor shall maintain supporting documentation as specified by TennCare that shall be made available to TennCare upon request.
- 2.9.8.5.10 If at any time during the member's participation in MFP, the member changes residences, including instances in which the change in residences occurs upon discharge from an inpatient facility stay, the Contractor shall: 1) notify TennCare within two (2) business days of the change in residence; 2) verify that the new residence is a Qualified Residence; and 3) provide attestation thereof to TennCare. The Contractor shall enter all required data elements into the PAE Tracking System unless otherwise directed by TennCare and shall maintain supporting documentation as specified by TennCare that shall be made available to TennCare upon request.
- 2.9.8.5.11 The Contractor shall track the member's residency throughout the 365-day MFP participation period.
- 2.9.8.5.12 The Contractor shall, using a template provided by TennCare, issue a written notice of MFP participation to each member enrolled in MFP which shall not occur prior to transition from a Qualified Institution into ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver. Such notice shall be issued within ten (10) business days of notification from TennCare via the outbound 834 enrollment file furnished by TennCare to the Contractor that the member is enrolled in MFP.
- 2.9.8.5.13 The Contractor shall, using a template provided by TennCare, issue a written notice to each member upon conclusion of the 365-day participation period. Such notice shall be issued within ten (10) business days of notification from TennCare via the outbound 834 enrollment file furnished by TennCare to the Contractor that the member is no longer enrolled in MFP.
- 2.9.8.5.14 A member who successfully completes 365-day participation period for MFP and is subsequently re-institutionalized may qualify to participate in MFP again but must first meet the "Eligible Individual" criteria. There shall be a minimum of sixty (60) days between MFP participation occurrences. Prior to enrollment in a second MFP occurrence, the Care Coordinator shall assess the reason for the re-institutionalization to determine if the member is an appropriate candidate for re-enrollment in MFP and if so, shall develop a PCSP that will help to ensure that appropriate supports and services are in place to support successful transition and permanency in the community, including any identified risks and corresponding mitigation strategies identified as a result of a risk assessment.

## 2.9.8.6 Transition Allowance for MFP

2.9.8.6.1 For members transitioning from a Qualified Institution to ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver a one-time transition allowance is available per member. The amount of the transition allowance shall not exceed six thousand dollars (\$6,000). This includes the two thousand dollar transition allowance for transitioning members, in addition to \$4,000 for any additional non-Medicaid eligible services needed for transition/stabilization. The allowance may be used for, but not limited to, rent and/or utility deposits (rental security deposits required to obtain a lease—e.g., first and last month’s rent—may be covered even if not refundable; ongoing rent may not), essential kitchen appliances, basic furniture, and essential basic household items, such as towels, linens, and dishes. In provider-owned settings (including settings which the provider owns, co-owns, has any ownership interest in, or has any affiliation with the entity that owns the home in which the member will reside), the transition allowance shall only be used for household items and furnishings that are for the member’s personal use, such as bedroom furniture, towels, linens, sheets, and other similar items as approved by TennCare. A transition allowance shall not be used for rent or for household items and furnishings for common use of all persons residing in the home. Regardless of setting, items purchased as part of the Transition Allowance shall be the personal property of the member, not the provider. When the Contractor elects to provide a Transition Allowance to a member transitioning to ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver, the amount of the Transition Allowance shall be applied to the member’s Expenditure Cap.

## 2.9.8.7 Person Centered Support Plan (PCSP)

2.9.8.7.1 For members participating in the MFP, the PCSP shall reflect that the member is an MFP participant, including the date of enrollment into MFP (i.e., date of transition from a Qualified Institution into ECF CHOICES or CHOICES HCBS.

2.9.8.7.2 Upon conclusion of the member’s 365-day participation period in MFP, PCSP shall be updated to reflect that the individual is no longer participating in MFP.

## 2.9.8.8 Services

2.9.8.8.1 A member enrolled in MFP shall be simultaneously enrolled in ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver and shall be eligible to receive covered benefits as described in Section A.2.6.1.

## 2.9.8.9 Continuity of Care

2.9.8.9.1 Upon completion of a person’s 365-day participation in MFP, services (including ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver) shall continue to be provided in accordance with the covered benefits described in Section A.2.6.1 and the member’s PCSP. Transition from

participation in MFP and ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver to participation only in ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver shall be seamless to the member, except that the Contractor shall be required to issue notice of the member's conclusion of their 365-day MFP participation period.

2.9.8.10 Level of Care and Short-Term Nursing Facility Stay in MFP

2.9.8.10.1 In order to enroll in MFP, a member must meet NF LOC. Group 3 members, and ECF CHOICES members who do not meet nursing facility level of care are not eligible for MFP.

2.9.8.10.2 A CHOICES Group 2 ECF CHOICES, or Medical Residential Services through the 1915(c) Statewide Waiver member participating in MFP who meets the nursing facility level of care in place at the time of admission may be admitted for an inpatient short-term nursing facility stay during their 365-day participation period and remain enrolled in MFP regardless of the number of days the member is admitted for inpatient facility care. The Contractor shall document via the PAE Tracking System the start date and end date of this stay. Upon the member being ready to return to a Qualified Residence in the community, the Contractor shall go into the PAE Tracking System to attest that the member meets the requirements of MFP participation.

2.9.8.10.3 MFP participants admitted for short-term nursing facility stays shall be re-instated in MFP upon discharge and return to a Qualified Residence in the community. The member is not required to meet the sixty (60) day residency requirement criteria for re-instatement into MFP.

2.9.8.10.4 If the short-term stay will exceed ninety (90) days, the Contractor shall facilitate transition from CHOICES Group 2 to CHOICES Group 1. A transition from Group 2 to Group 1 will not necessitate a member's disenrollment from MFP, regardless of the length of stay in the facility, except in cases that Care Coordinator has assessed the reason for the re-institutionalization and determined that the member is not an appropriate candidate for continued enrollment in CHOICES Group 2 and MFP. For ECF CHOICES members, if the short-term stay will exceed ninety (90) days, the Contractor shall facilitate transition from ECF CHOICES to a Qualified Institution. For CHOICES Group 1 this is subject to federal PASRR requirements. A transition from ECF CHOICES to a Qualified Institution will not necessitate a member's disenrollment from MFP, regardless of the length of stay in the facility, except in cases that Support Coordinator has assessed the reason for the re-institutionalization and determined that the member is not an appropriate candidate for continued enrollment in ECF CHOICES and MFP. If a MFP participant is disenrolled, they may re-enroll at any time. Re-enrollment into MFP will not restart the 365-day participation period unless the member lost Medicaid eligibility. If Medicaid eligibility is regained and the member is re-enrolled in MFP, the 365-day participation restarts.

- 2.9.8.10.5 The member's Care Coordinator or Support Coordinator shall monitor the member's inpatient stay and shall visit the member face-to-face at least monthly during the inpatient stay or more frequently as necessary to facilitate timely and appropriate discharge planning.
- 2.9.8.10.6 The Contractor shall conduct a Transition Assessment and develop a Transition Plan (see Section 2.9.7.9) as necessary to facilitate the member's return to the community. Such assessment shall include a review of the circumstances which resulted in the admission to an institution and shall evaluate whether the services and supports provided to the member are sufficient to safely meet their needs in the community such that transition back to ECF CHOICES, CHOICES HCBS, or Medical Residential Services through the 1915(c) Statewide Waiver and continued participation in MFP is appropriate. The Contractor shall update the member's PCSP, including any identified risks and corresponding mitigation strategies identified as a result of a risk assessment for ECF CHOICES, CHOICES HCBS, or 1915(c) Statewide Waiver for members requiring Medical Residential Services, as deemed necessary based on the member's needs and circumstances.
- 2.9.8.10.7 Upon discharge from the short-term stay, within five (5) business days, the Care Coordinator or Support Coordinator shall visit the member in their Qualified Residence. During the ninety (90) days following transition and re-instatement into MFP, the Care Coordinator or Support Coordinator shall conduct monthly face-to-face in-home visits to ensure that the PCSP is being followed, that the plan of care or PCSP, as applicable, continues to meet the member's needs, and the member has successfully transitioned back to the community.
- 2.9.8.10.8 MFP participants admitted for short-term nursing facility stays shall be re-instated in MFP upon discharge and return to a Qualified Residence in the community. The member is not required to meet the sixty (60) day residency requirement criteria for re-instatement into MFP.
- 2.9.8.10.9 Days that are spent in an inpatient facility, including short-term nursing facility stays, do not count as part of the member's 365-day MFP participation period.
- 2.9.8.11 TennCare PAE Tracking System
- 2.9.8.11.1 The Contractor shall use the TennCare PAE Tracking System to facilitate enrollments into and transitions between LTSS programs, including CHOICES, ECF CHOICES, 1915(c) Statewide Waiver for members requiring Medicaid Residential Services and the State's MFP Rebalancing Demonstration (MFP), and shall comply with all data collection processes and timelines established by TennCare in policy or protocol in order to gather data required to comply with tracking and reporting requirements pertaining to MFP. This shall include (but is not limited to) attestations pertaining to Eligible Individual and Qualified Residence, changes of residence, inpatient facility admissions and discharges, reasons for re-institutionalization, and reasons for disenrollment from MFP.



2.9.8.12 IT requirements

2.9.8.12.1 Pursuant to Section A.2.23 of this Contract, the Contractor shall modify its information systems to accommodate, accept, load, utilize and facilitate accurate and timely reporting on information submitted to TennCare via the outbound 834 file that will identify MFP participants, as well as those MFP participants in suspended status during an inpatient admission.

2.9.8.13 Case Management System

2.9.8.13.1 The Contractor's case management system (see Section 2.9.7.14.11) shall identify persons enrolled in MFP and shall generate reports and management tools as needed to facilitate and monitor compliance with contract requirements and timelines.

2.9.8.14 MFP Readiness Review

2.9.8.14.1 Prior to implementation, as determined by TennCare, the Contractor shall demonstrate to TennCare's satisfaction that the Contractor is able to meet all of the requirements pertaining to MFP set forth in this Contract.

2.9.8.14.2 The Contractor shall cooperate in a Readiness Review conducted by TennCare to review the Contractor's readiness to fulfill its obligations regarding MFP in accordance with the Contract, including requirements pertaining to ECF CHOICES and CHOICES HCBS. This review may include, but is not limited to, desk and on-site review of documents provided by the Contractor, a walk-through of the Contractor's operations, system demonstrations (including systems connectivity testing), and interviews with Contractor's staff. The scope of the review may include any and all MFP requirements of the Contract as determined by TennCare.

2.9.8.14.3 Based on the results of the review activities, TennCare will issue a letter of findings and, if needed, will request a Corrective Action Plan from the Contractor.

2.9.8.15 MFP Benchmarks

2.9.8.15.1 The Contractor shall assist TennCare in meeting the five (5) annual benchmarks established for the MFP Rebalancing Demonstration which are detailed in the MFP Protocol following the approval of the demonstration.

2.9.9 Consumer Direction of Eligible CHOICES HCBS

2.9.9.1 General

2.9.9.1.1 The Contractor shall offer consumer direction of eligible CHOICES and 1915(c) waiver HCBS to all CHOICES Group 2 and 3 or 1915(c) waiver members who are determined by a care coordinator, independent support coordinator, or DIDD case manager, through the needs assessment/reassessment process, for CHOICES, to need attendant care, personal care, in-home respite, companion care services and for 1915(c)

waivers, to need personal assistance, respite, or individual transportation services, and/or any other service specified in TennCare rules and regulations as available for consumer direction. (Companion care is only available for persons in Group 2 electing consumer direction of eligible CHOICES HCBS.) A service that is not specified in TennCare rules and regulations as available for consumer direction or that is not a CHOICES or 1915(c) waiver HCBS shall not be consumer directed. Consumer direction in CHOICES or a 1915(c) waiver affords members the opportunity to have choice and control over how eligible CHOICES or 1915(c) waiver HCBS are provided, who provides the services and how much workers are paid for providing care, up to a specified maximum amount established by TennCare (see Section 2.9.9.6.11). Member participation in consumer direction of eligible CHOICES or 1915(c) waiver HCBS is voluntary. Members may elect to participate in or withdraw from consumer direction of eligible HCBS at any time, service by service, without affecting their enrollment in CHOICES or 1915(c) waivers. To the extent possible, the member shall provide their care coordinator, independent support coordinator, or DIDD case manager ten (10) days advance notice regarding their intent to no longer direct one or more eligible CHOICES or 1915(c) waiver HCBS or to withdraw from participation in consumer direction of eligible CHOICES or 1915(c) waiver HCBS entirely. The Contractor shall respond to the member's request in keeping with the time frames and processes set forth in this Section, in order to facilitate a seamless transition to appropriate service delivery. TennCare may establish reasonable limitations on the frequency with which members may opt into and out of consumer direction of eligible CHOICES and 1915(c) waiver HCBS.

- 2.9.9.1.2 Consumer direction is a process by which eligible CHOICES or 1915(c) waiver HCBS are delivered; it is not a service. If a member chooses not to direct their care, he/she shall receive authorized CHOICES or 1915(c) waiver HCBS through contract providers. While the denial of a member's request to participate in consumer direction or the termination of a member's participation in consumer direction gives rise to due process including the right to fair hearing, such appeals shall be processed by the TennCare Division of Long-Term Services and Supports rather than the TennCare Solutions Units, which manages medical appeals pertaining to TennCare benefits (i.e., services).
- 2.9.9.1.3 Members who participate in consumer direction of eligible CHOICES or 1915(c) waiver HCBS choose either to serve as the employer of record of their workers or to designate a representative (see definition below in Section 2.9.9.2.1) to serve as the employer of record on their behalf. As the employer of record the member or their representative is responsible for the following:
  - 2.9.9.1.3.1 Recruiting, hiring and firing workers;
  - 2.9.9.1.3.2 Determining workers' duties and developing job descriptions;
  - 2.9.9.1.3.3 Scheduling workers;

- 2.9.9.1.3.4 Supervising workers;
- 2.9.9.1.3.5 Evaluating worker performance and addressing any identified deficiencies or concerns;
- 2.9.9.1.3.6 Setting wages from a range of rates established by TennCare;
- 2.9.9.1.3.7 Training workers to provide personalized care based on the member’s needs and preferences;
- 2.9.9.1.3.8 Ensuring that workers deliver only those services authorized, and reviewing and approving hours worked by consumer-directed workers;
- 2.9.9.1.3.9 Reviewing and ensuring proper documentation for services provided; and
- 2.9.9.1.3.10 Developing and implementing as needed a back-up plan to address instances when a scheduled worker is not available or fails to show up as scheduled.
- 2.9.9.1.4 The Contractor’s operating systems shall have the ability to implement the model of Consumer Direction currently employed in CHOICES and the 1915(c) waivers (including employer authority, budget authority, and modified budget authority), and the flexibility to transition from an employer authority model to a budget authority or modified budget authority model if necessary to meet programmatic change requirements within time frames specified by the State, allowing a reasonable period for any systems modifications required to accomplish such changes.
- 2.9.9.1.5 Except as specified, the entity responsible for support coordination – the ISC or DIDD case manager for individuals in a 1915(c) waiver shall be primarily responsible for carrying out functions associated with consumer direction.
- 2.9.9.2 Representative for Consumer Direction
  - 2.9.9.2.1 A member may designate, or have appointed by a guardian, a representative to assume the consumer direction responsibilities on their behalf. A representative shall meet, at minimum the following requirements: be at least eighteen (18) years of age, have a personal relationship with the member and understand their support needs; knows the member’s daily schedule and routine, medical and functional status, medication regimen, likes and dislikes, and strengths and weaknesses; and be physically present in the member’s residence on a regular basis or at least at a frequency necessary to supervise and evaluate each worker.
  - 2.9.9.2.2 In order to participate in consumer direction of eligible CHOICES or 1915(c) waiver HCBS with the assistance of a representative, one of the following must apply: (1) the member must have the ability to designate a person to serve as their representative or (2) the member has a legally appointed representative who may serve as the member’s representative.

- 2.9.9.2.3 The care coordinator, independent support coordinator, or DIDD case manager shall, based on a self-assessment completed by the member, determine if the member requires assistance in carrying out the responsibilities required for consumer direction and therefore requires a representative. The member's care coordinator/care coordination team, independent support coordinator, or DIDD case manager shall verify that a representative meets the qualifications as described in Section 2.9.9.2.1 above.
- 2.9.9.2.4 A member's representative shall not receive payment for serving in this capacity and shall not serve as the member's worker for any consumer directed service. The Contractor shall use a representative agreement developed by TennCare to document a member's choice of a representative for consumer direction of eligible CHOICES or 1915(c) waiver HCBS and the representative's contact information, and to confirm the individual's agreement to serve as the representative and to accept the responsibilities and perform the associated duties defined therein. The Contractor shall notify the FEA within three (3) business days when it becomes aware of any changes to a representative's contact information.
- 2.9.9.2.5 The representative agreement shall be signed by the member (or person authorized to sign on member's behalf) and the representative in the presence of the care coordinator, independent support coordinator, or DIDD case manager. The care coordinator, independent support coordinator, or DIDD case manager shall include the representative agreement in the member's file and provide copies to the member and/or the member's representative and the FEA.
- 2.9.9.2.6 A member may change their representative at any time. The member shall immediately notify their care coordinator, independent support coordinator, or DIDD case manager and the FEA when he/she intends to change representatives. The care coordinator, independent support coordinator, or DIDD case manager shall verify that the new representative meets the qualifications as described above. A new representative agreement shall be completed and signed, in the presence of a care coordinator, independent support coordinator, or DIDD case manager, prior to the new representative assuming their respective responsibilities. The care coordinator, independent support coordinator, or DIDD case manager shall immediately notify the FEA in writing when a member changes their representative and provide a copy of the representative agreement. The Contractor shall facilitate a seamless transition to the new representative, and ensure that there are no interruptions or gaps in services. As part of the needs assessment and plan of care process, the care coordinator, independent support coordinator, or DIDD case manager shall educate the member about the importance of notifying the care coordinator, independent support coordinator, or DIDD case manager prior to changing a representative.
- 2.9.9.2.7 The FEA shall ensure that the new representative signs all service agreements (see Section 2.9.9.6.6).

2.9.9.3 Fiscal Employer Agent (FEA)

- 2.9.9.3.1 The Contractor shall enter into a contract with the FEA specified by TennCare to provide assistance to members choosing consumer direction.
- 2.9.9.3.2 The FEA shall fulfill, at a minimum, the following financial administration and supports brokerage functions, as specified in the Contractor's contract with the FEA and the FEA's contract with TennCare, for all CHOICES members electing consumer direction of eligible CHOICES HCBS and all 1915(c) waiver members electing consumer direction of eligible 1915(c) waiver HCBS:
- 2.9.9.3.2.1 Assign a supports broker to each CHOICES and 1915(c) waiver member electing to participate in consumer direction of eligible CHOICES or 1915(c) waiver HCBS. The supports broker shall be responsible for assisting the member with enrollment into consumer direction and with the enrollment of new workers;
- 2.9.9.3.2.2 Notify the member's care coordinator, independent support coordinator, or DIDD case manager upon becoming aware of any additional risk associated with the member participating in consumer direction that may need to be addressed in the risk assessment and plan of care processes;
- 2.9.9.3.2.3 Provide initial and ongoing training to members and their representatives (as applicable) on consumer direction and other relevant issues (see Section 2.9.9.7 of this Contract);
- 2.9.9.3.2.4 Verify worker qualifications, including, as specified by TennCare, conduct background checks on workers, enroll workers into Medicaid, assign provider Medicaid ID numbers, and hold Medicaid provider agreements (see Section 2.9.9.6.1 of this Contract);
- 2.9.9.3.2.5 Provide initial and ongoing training to workers on consumer direction and other relevant issues (see Section 2.9.9.7 of this Contract);
- 2.9.9.3.2.6 Assist the member and/or representative in developing and updating service agreements (see Section 2.9.9.6.6);
- 2.9.9.3.2.7 Receive, review and process electronically captured visit information;
- 2.9.9.3.2.8 Resolve discrepancies regarding electronically captured visit information;
- 2.9.9.3.2.9 Develop and implement a process to support members or their representatives in ensuring that consumer directed workers maintain in the member's home (or alternative location or format approved by TennCare) documentation of service delivery to support payments for services provided through consumer direction, and periodically monitor such documentation;

- 2.9.9.3.2.10 Withhold, file and pay applicable: federal, state and local income taxes; employment and unemployment taxes; and worker's compensation;
- 2.9.9.3.2.11 Pay workers for authorized services rendered within authorized time frames;
- 2.9.9.3.2.12 Facilitate resolution of any disputes regarding payment to workers for services rendered; and
- 2.9.9.3.2.13 Notify the Contractor within no more than twenty-four (24) hours of identification of reportable events (see Section 2.15.7).
- 2.9.9.3.3 The FEA shall also fulfill, at a minimum, the following financial administration and supports brokerage functions for CHOICES members electing consumer direction of eligible CHOICES HCBS, and 1915 (c) waiver members electing consumer direction of eligible 1915(c) waiver HCBS on an as needed basis:
  - 2.9.9.3.3.1 As needed, assist the member and/or representative in developing job descriptions;
  - 2.9.9.3.3.2 As needed, assist the member and/or representative in locating and recruiting workers;
  - 2.9.9.3.3.3 As needed, assist the member and/or representative in interviewing workers (developing questions, evaluating responses);
  - 2.9.9.3.3.4 Assist the member and/or representative in developing (as part of the onboarding process for new workers) a schedule for the member's workers that comports with the schedule at which services are needed by the member as reflected in the PCSP;
  - 2.9.9.3.3.5 Assist the member and/or representative in managing and monitoring payments to workers; and
  - 2.9.9.3.3.6 Assist the member/representative in identification and training of new workers, as needed.
- 2.9.9.3.4 The Contractor's care coordination functions shall not duplicate the supports brokerage functions performed by the FEA or its subcontractor. A member's care coordinator shall be responsible for monitoring the member's services through consumer direction.
- 2.9.9.3.5 The Contractor's contract with the FEA shall include the provisions specified by TennCare in the model Contractor-FEA contract.
- 2.9.9.3.6 The Contractor in collaboration with the FEA shall establish a process that allows for the efficient exchange of all relevant member information regarding members electing to participate in consumer direction between the Contractor and the FEA.
- 2.9.9.3.7 The Contractor and FEA shall develop a protocol for interfaces and transfers of customer service inquiries per the requirements of Section A.2.18 of this Contract.
- 2.9.9.3.8 The Contractor shall provide to the FEA copies of all relevant initial and updated member documents, including at a minimum, plans of care, representative agreements

and risk agreements. The Contractor shall provide to the FEA all relevant documentation prior to service delivery.

- 2.9.9.3.9 The Contractor shall require that the EVV system: (1) provide functionality and access to the FEA for purposes of scheduling workers who will deliver services in accordance with the schedule determined by the Contractor and for monitoring service delivery; and (2) facilitate access by the FEA to electronically captured visit information in order to process exceptions, to process payroll for workers, and for purposes of claims submission to the Contractor once exceptions have been resolved.
- 2.9.9.3.10 The FEA shall screen monthly to determine if workers have been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded. If a worker has been excluded, the FEA shall notify the member regarding the worker's status and work with the member to find a replacement worker. The FEA shall notify the Contractor regarding the worker status. The Contractor shall work with the member to obtain a replacement contract provider until a replacement worker can be found and all worker requirements are fulfilled and verified.
- 2.9.9.3.11 *FEA Training*
- 2.9.9.3.11.1 The Contractor shall provide education and training to the FEA and its staff and subcontracted supports brokers (as applicable) regarding key requirements of this Contract and the contract between the Contractor and the FEA.
- 2.9.9.3.11.2 The Contractor shall provide to the FEA, in electronic format (including but not limited to CD or access via a web link), a member handbook and updates thereafter annually or any time material changes are made.
- 2.9.9.3.11.3 The Contractor shall conduct initial education and training to the FEA and its staff at least thirty (30) days prior to enrolling members in CHOICES Group 2 and/or 3 (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3). This education and training shall include, but not be limited to, the following:
  - 2.9.9.3.11.3.1 The role and responsibilities of the care coordinator, independent support coordinator, or DIDD case manager, including as it relates to members electing to participate in consumer direction;
  - 2.9.9.3.11.3.2 CHOICES and 1915(c) waiver needs assessment and care planning development, implementation, and monitoring processes, including the development and activation of a back-up plan for members participating in consumer direction;
  - 2.9.9.3.11.3.3 The FEA's responsibilities for communicating with the Contractor, members, representatives and workers and TennCare, and the process by which to do this;

- 2.9.9.3.11.3.4 Customer service requirements;
- 2.9.9.3.11.3.5 Requirements and processes regarding referral to the FEA;
- 2.9.9.3.11.3.6 Requirements and processes, including time frames for authorization of consumer directed HCBS;
- 2.9.9.3.11.3.7 Requirements and processes, including time frames, for claims submission and payment and coding requirements;
- 2.9.9.3.11.3.8 Systems requirements and information exchange requirements;
- 2.9.9.3.11.3.9 Requirements regarding the EVV system;
- 2.9.9.3.11.3.10 Requirements and role and responsibility regarding abuse and neglect plan protocols, and Reportable Event reporting and management;
- 2.9.9.3.11.3.11 The FEA's role and responsibility in implementing the Contractor's fraud, waste, and abuse plan;
- 2.9.9.3.11.3.12 CHOICES program quality requirements; and
- 2.9.9.3.11.3.13 The Contractor's member complaint and appeal processes.
- 2.9.9.3.11.4 The Contractor shall provide ongoing FEA education, training and technical assistance as deemed necessary by the Contractor or TennCare in order to ensure compliance with this Contract and the contract between the Contractor and the FEA.
- 2.9.9.3.11.5 The Contractor shall require the EVV vendor to provide training to the FEA and its supports brokers regarding the EVV system, and a training curriculum that shall be utilized by the FEA in training consumer-directed workers.
- 2.9.9.3.11.6 The FEA shall provide training to the Contractor's care coordinators regarding consumer direction of eligible CHOICES and 1915(c) waiver HCBS and the role and responsibilities of the FEA (including financial administration and supports brokerage functions).
- 2.9.9.4 Needs Assessment/Plan of Care Process
  - 2.9.9.4.1 A CHOICES member may choose to direct needed eligible CHOICES HCBS at anytime: during CHOICES intake, through the needs assessment/reassessment and plan of care and plan of care update processes; and outside of these processes. The care coordinator shall assess the member's needs for eligible CHOICES HCBS per requirements in Sections 2.9.7.2.5, 2.9.7.3 and 2.9.7.5, as applicable. The care coordinator shall use the plan of care process (including updates) to identify the eligible services that the member will direct and to facilitate the member's enrollment in consumer direction of eligible CHOICES HCBS.



- 2.9.9.4.2 The Contractor shall obtain from the member a signed statement regarding the member's decision to participate in consumer direction of eligible CHOICES HCBS.
- 2.9.9.4.2.1 The care coordinator shall assist the member in identifying which of the needed eligible CHOICES HCBS shall be consumer directed, provided by contract providers or a combination of both, in which case, there must be a set schedule which clearly defines when contract providers will be utilized. The Contractor shall not be expected or required to maintain contract providers "on standby" to serve in a back-up capacity for services a member has elected to receive through consumer direction.
- 2.9.9.4.3 If the member intends to direct one or more needed eligible CHOICES HCBS, throughout the period of time that consumer direction is being initiated, the Contractor shall arrange for the provision of needed CHOICES HCBS through contract providers in accordance with 2.9.7. The care coordinator shall obtain from the member their choice of contract providers who will provide CHOICES HCBS until such time as workers are secured and ready to begin delivering care through consumer direction.
- 2.9.9.4.3.1 If a member has been assessed to need companion care services, the Contractor shall identify non-residential services that will offer interim support to address the member's needs and assist the member in obtaining contract providers for these services.
- 2.9.9.4.3.2 If a member electing to participate in consumer direction refuses to receive eligible CHOICES HCBS from contract providers while services are initiated through consumer direction, the decision must be documented on a signed and dated Consumer Direction Participation Form. The Contractor shall not encourage a member to forego receipt of eligible CHOICES HCBS from contract providers while these HCBS are being initiated through consumer direction.
- 2.9.9.4.3.3 For any CHOICES Group 2 or Group 3 member electing to participate in consumer direction that refuses to receive eligible CHOICES HCBS from contract providers while services are initiated through consumer direction, the member's care coordinator shall visit the member face to face at least monthly to ensure that the member's needs are safely met, and shall continue to offer eligible CHOICES HCBS through contract providers.
- 2.9.9.4.3.4 If eligible CHOICES HCBS are not initiated within sixty (60) days following referral to the FEA, the Contractor shall notify the member that eligible CHOICES HCBS must be initiated by contract providers unless these HCBS are not needed on an ongoing basis in order to safely meet the member's needs in the community, in which case, the Contractor shall submit documentation to TennCare to begin the process of disenrollment from CHOICES. Even if services are initiated by contract providers, if consumer directed services are not initiated within ninety (90) days of FEA referral, the Contractor shall assess whether consumer direction is appropriate for the member at this time or whether the member should be disenrolled from consumer direction. Disenrollment from consumer direction does not preclude the member from initiating consumer directed services at a later point.

- 2.9.9.4.4 Except as specified in 2.9.9.4.3.2 and in accordance with requirements pertaining thereto, the Contractor shall be responsible for providing all needed eligible CHOICES HCBS using contract providers, including a back-up plan for such services, until all necessary requirements have been fulfilled in order to implement consumer direction of eligible CHOICES HCBS, including but not limited to: the FEA verifies that workers for these services meet all necessary requirements (see Section 2.9.9.6.1 of this Contract); service agreements are completed and signed; and authorizations for consumer directed services are in place. The Contractor, in conjunction with the FEA, shall facilitate a seamless transition between contract providers and workers and ensure that there are no interruptions or gaps in services.
- 2.9.9.4.5 The care coordinator shall determine if the member will appoint a representative to assume the consumer direction functions on their behalf. If the member does not intend to appoint a representative, the care coordinator shall determine the extent to which a member requires assistance to participate in consumer direction of eligible CHOICES HCBS, based upon the results of the member's responses to the self-assessment instrument developed by TennCare. The self-assessment instrument shall be completed by the member with assistance from the member's care coordinator as appropriate. The care coordinator shall file the completed self-assessment in the member's file and provide a copy to the FEA.
- 2.9.9.4.5.1 If, based on the results of the self-assessment the care coordinator determines that a member requires assistance to direct their services, the care coordinator shall inform the member that he/she will need to designate a representative to assume the consumer direction functions on their behalf.
- 2.9.9.4.5.2 The Contractor shall forward to TennCare for disposition, pursuant to TennCare policy, any cases in which the Contractor plans to deny participation in consumer direction because a care coordinator has determined that the health, safety and welfare of the member would be in jeopardy if the member participates in consumer direction without a representative, but the member does not want to appoint a representative to assist in directing their services. The Contractor shall abide by TennCare's decision.
- 2.9.9.4.6 The member's care coordinator/care coordination team shall ensure that the person identified to serve as the representative meets all qualifications (see Section 2.9.9.2.1 of this Contract) and that a representative agreement is completed and signed by the member and the person prior to forwarding a referral to the FEA (see Section 2.9.9.4.7 below).
- 2.9.9.4.7 Within two (2) business days of signing the representative agreement or completion of the self-assessment instrument if the member has not designated a representative and the care coordinator determines that the member does not require a representative to assist the member in directing their care, the Contractor shall forward to the FEA a referral initiating the member's participation in consumer direction of eligible CHOICES HCBS. The referral shall include at a minimum: the date of the referral; the

member's name, address, telephone number, and social security number (SSN); the name of the representative and telephone number (if applicable); member's MCO ID number; member's CHOICES enrollment date; eligible selected HCBS, including amount, frequency and duration of each by type; and care coordinator's name and contact information. The Contractor shall also forward to the FEA a copy of the written confirmation of the member's decision to participate in consumer direction of eligible CHOICES HCBS, the signed POC, and the representative agreement, if applicable. Referrals shall be submitted electronically on a daily basis using the agreed upon data interface (either a standard electronic file transfer or the FEA's web portal technology or both) and process. Referrals shall be submitted on a member-by-member basis.

2.9.9.4.8 Within two (2) business days of receipt of the referral, the FEA shall assign a supports broker to the member, notify the care coordinator of the assignment and provide the name and contact information of the supports broker. For 1915(c) waiver members, the Contractor shall coordinate with TennCare to develop a Consumer Direction protocol that provides detailed guidance regarding ISC responsibilities pertaining to Consumer Direction, and that the Contractor shall be responsible for training ISCs on the protocol.

2.9.9.4.9 *Back-up Plan for Consumer Direction and Updated Risk Assessment/Risk Agreement*

2.9.9.4.9.1 The member/representative (as applicable) shall have primary responsibility for the development and implementation of the back-up plan for consumer directed services. The FEA shall assist the member/representative as needed in developing and verifying the initial back-up plan for consumer direction that adequately identifies how the member/representative will address situations when a scheduled worker is not available or fails to show up as scheduled. The care coordinator shall assist the member as needed with implementing the back-up plan and shall update and verify the back-up plan annually and as needed.

2.9.9.4.9.2 The member/representative (as applicable) may not elect, as part of the back-up plan, to go without services.

2.9.9.4.9.3 The back-up plan for consumer direction shall include the names and telephone numbers of contacts (workers, agency staff, organizations, supports) for alternate care, the order in which each shall be notified and the services to be provided by contacts. Back-up contacts may include paid and unpaid supports; however, it is the responsibility of the member electing consumer direction and/or their representative to secure paid (as well as unpaid) back-up contacts who are willing and available to serve in this capacity. The Contractor shall not be expected or required to maintain contract providers "on standby" to serve in a back-up capacity for services a member has elected to receive through consumer direction.

2.9.9.4.9.4 All persons and/or organizations noted in the back-up plan for consumer direction shall be contacted by the member/representative to determine their willingness and availability to serve as back-up contacts. For the initial back-up plan, the FEA shall confirm with these persons and/or organizations their willingness and availability to

provide care when needed, document confirmation in the member's file and forward a copy of the documentation to the Contractor. The care coordinator shall be responsible for updating and verifying the back-up plan on an ongoing basis.

- 2.9.9.4.9.5 The member's care coordinator shall integrate the member's back-up plan for consumer-directed workers (including any updates thereto) into the member's back-up plan for services provided by contract providers, as applicable, and the member's plan of care. The care coordinator shall review the back-up plan developed by the member or their representative (as applicable) for consumer direction to determine its adequacy to address the member's needs, and shall monitor for late and missed visits and to ensure that the back-up plan was implemented timely and that the member's needs are being met.
- 2.9.9.4.9.6 The care coordinator shall assist the member or their representative (as applicable) in implementing the back-up plan for consumer direction as needed, monitor to ensure that the back-up plan is implemented and effectively working to meet the member's needs, and immediately address any concerns with the back-up plan or the member's care.
- 2.9.9.4.9.7 The care coordinator shall assist the member or their representative (as applicable) in reviewing and updating the back-up plan for consumer direction at least annually and as frequently as necessary, which shall include any time there are changes in the type, amount, duration, scope of eligible CHOICES HCBS or the schedule at which such services are needed, changes in workers (when such workers also serve as a back-up to other workers) and changes in the availability of paid or unpaid back-up workers to deliver needed care. As part of the annual review of the back-up plan, the member or their representative and the care coordinator shall confirm that each person specified in the back-up plan continues to be willing and available to serve as back-up workers to deliver needed care and to perform the tasks and functions needed by the member. Any updates to the back-up plan for consumer direction shall be provided to the FEA.
- 2.9.9.4.9.8 The FEA and the Contractor shall each file a copy of the back-up plan for consumer direction in the member's file.
- 2.9.9.4.9.9 The member's care coordinator shall reassess the adequacy of the member's back-up plan for consumer direction on at least an annual basis which shall include any time there are changes in the type, amount, duration, scope of eligible CHOICES HCBS or the schedule at which such services are needed, changes in consumer-directed workers (when such workers also serve as a back-up to other workers) or changes in the availability of paid or unpaid back-up workers to deliver needed care.
- 2.9.9.4.9.10 The care coordinator shall develop and/or update risk agreement which takes into account the member's decision to participate in consumer direction, and which identifies any additional risks associated with the member's decision to direct their services, the potential consequences of such risks, as well as measures to mitigate these risks. The member/representative shall participate in the process. The member's

representative (if applicable) shall participate in the risk assessment process. The new or updated risk agreement shall be signed by the member or their representative (as applicable) and by the care coordinator. The Contractor, member/representative and FEA shall receive a copy of the risk agreement. The Contractor and the FEA shall each file a copy of the risk agreement in the member's file.

2.9.9.4.9.11 The FEA shall notify the member's care coordinator immediately if they become aware of changes in the member's needs and/or circumstances which warrant a reassessment of needs and/or risk, or changes to the plan of care or risk agreement.

2.9.9.4.9.12 The FEA shall assist the Contractor in identifying and addressing in the risk assessment and plan of care processes any additional risk associated with the member participating in consumer direction.

2.9.9.4.9.13 On an ongoing basis, the Contractor shall ensure that needs reassessments and updates to the plan of care occur per requirements specified in Sections 2.9.7.5 of this Contract. The care coordinator shall ensure that the FEA is invited to participate in these meetings as appropriate.

#### 2.9.9.5 Authorizations for Consumer Directed Services and Service Initiation

2.9.9.5.1 Consumer direction of eligible CHOICES HCBS shall not be initiated until all requirements are fulfilled including but not limited to the following: (1) the FEA verifies that the member's employer and related documentation is in order; (2) the FEA verifies that workers meet all qualifications, including participation in required training; (3) there is a signed service agreement specific to each individual worker (see Section 2.9.9.6.6 of this Contract); and (4) the Contractor issues to the FEA an authorization for consumer directed services (see 2.9.9.5.6 below) for each service.

2.9.9.5.2 The FEA shall work with the member to determine the appropriate level of assistance necessary to recruit, interview and hire workers and provide the assistance.

2.9.9.5.3 Once potential workers are identified, the FEA shall verify that a potential worker meets all applicable qualifications (see Section 2.9.9.6.1 of this Contract).

2.9.9.5.4 The FEA shall ensure that a service agreement is signed between the member or member's representative and their worker within five (5) business days following the FEA's verification that a worker meets all qualifications.

2.9.9.5.5 On a weekly basis the FEA shall update the member's care coordinator of the status of completing required functions necessary to initiate consumer direction, including obtaining completed paperwork from the member/representative and obtaining workers for each identified consumer directed service and any anticipated time frames by which qualified workers shall be secured and consumer directed services may begin.

2.9.9.5.6 The provision of consumer directed services shall begin as soon as possible but no longer than sixty (60) days from the date of the Contractor's referral to the FEA, except

due to circumstances beyond the control of the FEA. Prior to beginning the provision of consumer directed services, the FEA shall notify the Contractor that all requirements have been fulfilled, including verification of all worker qualifications, criminal background checks, signed service agreements, and that the member is ready to begin consumer direction of eligible CHOICES HCBS. Within two (2) business days of receipt of the notification from the FEA, the Contractor shall forward to the FEA an authorization for consumer directed services. Each authorization for consumer directed services shall include authorized service; authorized units of service, including amount, frequency and duration and, as appropriate, the schedule at which services are needed; start and end dates; and service code(s). Authorized units of service in a service authorization should reflect the units of measure specified by TennCare for the benefit (e.g., visits, hours, days). The Contractor shall submit authorizations electronically on at least a daily basis using the agreed upon data interface (which may include a standard electronic file transfer, the FEA's web portal technology, the EVV system, or any combination thereof).

- 2.9.9.5.7 If initiation of consumer directed services does not begin within sixty (60) days from the date of the Contractor's referral to the FEA, the FEA shall contact the Contractor regarding the cause of the delay and provide appropriate documentation to demonstrate efforts to meet the time frame. The Contractor shall determine the appropriate next steps, including but not limited to whether additional time is needed or if the member is still interested in participating in consumer direction of eligible CHOICES HCBS.
- 2.9.9.5.8 Upon the scheduled start date of consumer directed services, the member's care coordinator/care coordination team shall begin monitoring to ensure that services have been initiated and continue to be provided as authorized. This shall include ongoing monitoring via EVV to ensure that services are provided in accordance with the member's plan of care, including the amount, frequency, duration and scope of each service, in accordance with the member's service schedule. Upon the identification of any gaps in care, the member's care coordinator/care coordination team shall assist the member or their representative as needed in implementing the member's back-up plan for consumer direction.
- 2.9.9.5.9 Within five (5) business days of the scheduled start date of consumer directed services as specified in the authorization of consumer directed services, a member of the care coordinator team shall contact the member or their representative to confirm that services are being provided and that the member's needs are being met.
- 2.9.9.5.10 On an ongoing basis, in addition to requirements specified above in 2.9.9.5.3 – 2.9.9.5.9 above:
  - 2.9.9.5.10.1 The Contractor shall develop and forward to the FEA a new authorization for consumer directed services when the following occur: a change in the number of service units, or the frequency or duration of service delivery, or a change in the schedule at which services are needed; or a change in the services to be provided through consumer

direction, including the provision of a new service through consumer direction or termination of a service through consumer direction.

#### 2.9.9.6 Worker Qualifications

2.9.9.6.1 As prescribed in the FEA's contract with TennCare, the FEA shall ensure that workers meet all requirements prior to the worker providing services. The FEA shall ensure that workers: meet all TennCare established requirements for providers of comparable, non-consumer directed services; pass a background check which includes criminal background check (including fingerprinting), or, as an alternative, a background check from a licensed private investigation company, verification that the person's name does not appear on the State abuse registry, verification that the person's name does not appear on the state and national sexual offender registries and licensure verification, as applicable; complete all required training, including the training specified in Section 2.9.9.7 of this Contract; complete all required applications to become a TennCare provider; sign an abbreviated Medicaid agreement; are assigned a Medicaid provider ID number; and sign a service agreement.

2.9.9.6.1.1 A member cannot waive a background check for a potential worker. A background check may reveal a potential worker's past criminal conduct that may pose an unacceptable risk to the member. The following findings may place the member at risk and may result in a potential worker failing the background check, possibly disqualifying a person from serving as a worker:

2.9.9.6.1.1.1 Conviction of an offense involving physical, sexual or emotional abuse, neglect, financial exploitation or misuse of funds, misappropriation of property, theft from any person, violence against any person, or manufacture, sale, possession or distribution of any drug;

2.9.9.6.1.1.2 Entering of a plea of nolo contendere or when a jury verdict of guilty is rendered but adjudication of guilt is withheld with respect to a crime reasonably related to the nature of the position sought or held;

2.9.9.6.1.1.3 Identification on the abuse registry;

2.9.9.6.1.1.4 Identification on the state or national sexual offender registry;

2.9.9.6.1.1.5 Failure to have a required license; and

2.9.9.6.1.1.6 Refusal to cooperate with a background check.

2.9.9.6.1.2 If a potential worker fails the background check, the potential worker may request an individualized assessment that will be conducted by the member with the help of the FEA. The individualized assessment process will help determine whether the potential worker may be excluded because of past criminal conduct. The individualized assessment will provide the potential worker with notice that he/she has been screened out because of criminal conduct and provide an opportunity for the potential worker to

explain why the exclusion should not be applied to their circumstances. The member, with the assistance of the FEA will consider the following factors:

- 2.9.9.6.1.2.1 Whether or not the evidence gathered during the potential worker's individualized assessment shows that the criminal conduct is related to the job in such a way that could place the member at-risk;
- 2.9.9.6.1.2.2 The nature and gravity of the offense or conduct, such as whether the offense is related to physical or sexual or emotional abuse of another person, if the offense involves violence against another person or the manufacture, sale or distribution of drugs; and
- 2.9.9.6.1.2.3 The time that has passed since the offense or conduct and/or completion of the sentence.
- 2.9.9.6.1.3 After considering the individualized assessment and any other evidence submitted by the potential worker, the member can decide not to hire the potential worker or may request from TennCare an exception to the potential worker's possible disqualification.
- 2.9.9.6.1.4 After considering the individualized assessment and any other evidence submitted by the potential worker, the member can decide not to hire the potential worker or may request from TennCare an exception to the potential worker's possible disqualification.
  - 2.9.9.6.1.4.1 TennCare approved exceptions to a potential worker's disqualification shall only be effective for a maximum of one (1) year from the approval date and may be revoked if the member is at-risk. The member is responsible for requesting a renewal of the worker's exception to disqualification and the FEA shall assist the member with that request. Renewals shall follow the exception to disqualification process outlined in Section 2.9.9.6.1.4.
- 2.9.9.6.2 Workers are not required to be contract providers. The Contractor shall not require a worker to sign a provider agreement or any other agreement not specified by TennCare.
- 2.9.9.6.3 Members shall have the flexibility to hire persons with whom they have a close personal relationship to serve as a worker, such as a neighbor or a friend.
- 2.9.9.6.4 A family member shall not be reimbursed for a service that he/she would have otherwise provided without pay. The Contractor shall use the needs assessment process (see Section 2.9.7.5) to assess the member's available existing supports, including supports provided by family members.
- 2.9.9.6.5 A member may have multiple workers or both a worker and a contract provider for a given service, in which case, there must be a set schedule which clearly defines when contract providers will be utilized. A member may elect to have a worker provide more than one service.
- 2.9.9.6.6 A member shall develop a service agreement with each worker. The service agreement template shall be developed by TennCare and shall include, at a minimum: the roles



and responsibilities of the worker and the member; the worker's schedule (as developed by the member and/or representative), including hours and days; the scope of each service, i.e., the specific tasks and functions the worker is to perform; the service rate; and the requested start date for services. The service agreement shall serve as the worker's written confirmation of their commitment to initiate services on or before the date specified and to provide services in accordance with specified terms (including the tasks and functions to be performed and the schedule at which care is needed). If necessary, the FEA shall assist in this process. Service agreements shall be updated anytime there is a change in any of the terms or conditions specified in the agreement. Service agreements shall be signed by the new representative when there is a change in representatives.

- 2.9.9.6.7 The service agreement shall also stipulate if a worker will provide one or more self-directed health care tasks, the specific task(s) to be performed, and the frequency of each self-directed health care task (see Section A.2.7 3).
- 2.9.9.6.8 The FEA shall ensure that a service agreement is in place for each worker prior to the worker providing services.
- 2.9.9.6.9 A copy of each service agreement shall be provided to the member and/or representative. The FEA shall give a copy of the service agreement to the worker and shall maintain a copy for its files.
- 2.9.9.6.10 A member may terminate a worker at any time if he/she feels that the worker is not adhering to the terms of the service agreement and/or is not providing quality services. If the FEA or care coordinator has concerns that a worker is unable to deliver appropriate care as prescribed in the service agreement and the plan of care, but the member and/or representative chooses to continue to employ the worker, the care coordinator shall note the concern and the member's choice to continue using the worker in the member's plan of care, and shall update the risk assessment and/or risk agreement as needed. The FEA and care coordinator shall collaborate to develop strategies to address identified issues and concerns. The FEA shall inform the member and/or representative of any potential risks associated with continuing to use the worker. The Contractor shall forward to TennCare for disposition, pursuant to TennCare policy, any cases in which the Contractor plans to disenroll the member from consumer direction because a care coordinator has determined that the health, safety and welfare of the member may be in jeopardy if the member continues to employ a worker but the member and/or representative does not want to terminate the worker. The Contractor and FEA shall abide by TennCare's decision.
- 2.9.9.6.11 A member shall have the flexibility to choose from a range of TennCare specified reimbursement levels for all eligible consumer directed HCBS, excluding companion care services which shall be reimbursed at the rate specified by TennCare.
- 2.9.9.6.12 In order to receive payment for services rendered, all workers must:

- 2.9.9.6.12.1 Deliver services in accordance with the schedule of services specified in the member's plan of care and in the MCO's service authorization, and in accordance with worker assignments determined by the member or their representative. The FEA shall input the member/representative's assignment of individual workers into the EVV; and
- 2.9.9.6.12.2 Maintain and submit documentation of service delivery (i.e., documentation of the tasks and functions performed during the provision of services), and any other documentation, as required, for units of service delivered; and
- 2.9.9.6.12.3 Provide no more than forty (40) hours of services within a consecutive seven (7) day period, unless explicitly permitted by program guidelines and in accordance with service authorizations.
- 2.9.9.6.13 The FEA shall enter worker schedules into the EVV system in accordance with the Contractor's guidelines and the schedule at which services are needed by the member, based on the member's plan of care and the Contractor's service authorization.

2.9.9.7 Training

- 2.9.9.7.1 The Contractor shall require all members electing to enroll in consumer direction of eligible CHOICES or 1915(c) waiver HCBS and/or their representatives to receive relevant training. The FEA shall be responsible for providing or arranging for initial and ongoing training of members/representatives. When training is not directly provided by the FEA, the FEA shall validate completion of training. Initial training shall be completed prior to initiation of consumer directed services.
- 2.9.9.7.2 At a minimum, consumer direction training for members and/or representatives shall address the following issues:
  - 2.9.9.7.2.1 Understanding the role of members and representatives in consumer direction;
  - 2.9.9.7.2.2 Understanding the role of the care coordinator, independent support coordinator, or DIDD case manager and the FEA;
  - 2.9.9.7.2.3 Selecting workers;
  - 2.9.9.7.2.4 Abuse and neglect prevention and reporting;
  - 2.9.9.7.2.5 Being an employer, evaluating worker performance and managing workers;
  - 2.9.9.7.2.6 Fraud, waste, and abuse identification, prevention and reporting;
  - 2.9.9.7.2.7 Performing administrative tasks such as reviewing and approving electronically captured visit information;
  - 2.9.9.7.2.8 Scheduling workers and back-up planning;

- 2.9.9.7.2.9 Ensuring workers maintain daily communication notes for authorized services provided.
- 2.9.9.7.3 Ongoing training shall be provided by the FEA to members and/or representatives upon request and/or if a care coordinator, independent support coordinator, or DIDD case manager or FEA, through monitoring, determines that additional training is warranted.
- 2.9.9.7.4 The FEA shall be responsible for providing or arranging for initial and ongoing training of all workers. When training is not directly provided by the FEA, the FEA shall validate completion of training. Initial training shall be completed prior to initiation of services. At a minimum, training shall consist of the following required elements:
  - 2.9.9.7.4.1 Overview of the CHOICES program and consumer direction of eligible CHOICES HCBS or overview of the 1915(c) waiver programs and consumer direction of eligible 1915(c) waiver HCBS;
  - 2.9.9.7.4.2 Caring for elderly and disabled populations;
  - 2.9.9.7.4.3 Abuse and neglect identification and reporting;
  - 2.9.9.7.4.4 Fraud, waste, and abuse identification and reporting;
  - 2.9.9.7.4.5 Reportable Events reporting;
  - 2.9.9.7.4.6 Submission of required documentation and withholdings;
  - 2.9.9.7.4.7 Use of the EVV system;
  - 2.9.9.7.4.8 As appropriate, for members receiving HCBS in CHOICES and 1915(c) waivers, administration of self-directed health care task(s). The member or their representative shall be responsible for training the worker(s) regarding individualized service needs and preferences and for specific training regarding health care tasks the member or their representative elects to self-direct (as applicable); and
  - 2.9.9.7.4.9 Universal precautions and blood borne pathogens training.
- 2.9.9.7.5 The FEA shall assist the member/representative in determining to what extent the member/representative shall be involved in the above-specified training. The member/representative shall provide additional training to the worker regarding individualized service needs and preference.
- 2.9.9.7.6 The FEA shall verify that workers have successfully completed all required training prior to service initiation and payment for services.
- 2.9.9.7.7 The FEA shall be responsible for verifying and validating the worker's completion of required CPR and First Aid training from an approved provider prior to initiation of services and payment for services. Ongoing, the FEA shall ensure that workers maintain CPR and first aid certification and receive required refresher training as a

condition of continued employment. The FEA may assist workers in locating appropriate courses for initial certification and recertification as appropriate. Additional training components may be provided to a worker to address issues identified by the FEA, care coordinator, independent support coordinator, or DIDD case manager, member and/or the representative or at the request of the worker.

2.9.9.7.8 Refresher training may be provided more frequently if determined necessary by the FEA, care coordinator, independent support coordinator or DIDD case manager, member and/or representative or at the request of the worker.

2.9.9.8 Monitoring

2.9.9.8.1 The Contractor shall monitor the quality-of-service delivery and the health, safety and welfare of members participating in consumer direction through the CHOICES care coordination, independent support coordination, or DIDD case manager functions.

2.9.9.8.2 The Contractor shall monitor for late or missed visits by consumer-directed workers.

2.9.9.8.3 The Contractor shall require that the EVV system include functionality to provide prompt (i.e., “real time”) notification 24 hours/day, 7 days/week via automated email, as defined in business rules, to the MCO and to the FEA if a consumer-directed worker does not arrive as scheduled, or otherwise deviates from the authorized schedule so that gaps in care are immediately identified and addressed. Alerts will be provided via email, the monitoring alert dashboard, and text messaging.

2.9.9.8.4 The Contractor shall monitor implementation of the back-up plan by the member or their representative.

2.9.9.8.5 The Contractor shall monitor a member’s participation in consumer direction of eligible CHOICES HCBS to determine, at a minimum, the success and the viability of the service delivery model for the member. The Contractor shall note any patterns, such as frequent turnover of representatives or workers, habitual late and/or missed visits by workers, unauthorized schedule changes, failure to cooperate with the FEA and changing between consumer direction of eligible CHOICES HCBS and contract providers that may warrant intervention by the Contractor. The Contractor may submit a request to TennCare, pursuant to TennCare policy, to involuntarily withdraw the member from consumer direction of eligible CHOICES HCBS if the Contractor has concerns about its ability to protect the health, safety and welfare of the member (see Section 2.9.9.9.4). The FEA may submit a request to the Contractor to involuntarily withdraw the member from consumer direction of eligible CHOICES HCBS due to concerns regarding the member’s health, safety and welfare if the member continues in consumer direction. The Contractor must submit copies of all such requests to TennCare with documentation of its decision. For 1915(c) waiver members, the CONTRACTOR shall monitor the waiver member’s participation in consumer direction of eligible 1915(c) waiver HCBS as prescribed by TennCare in the Consumer Direction protocol referenced in Section 2.9.9.4.8.

#### 2.9.9.8.6

If at any time a Tier 1 Reportable Event is suspected, the member's care coordinator, independent support coordinator, or DIDD case manager or the FEA shall report the allegations to the DIDD Abuse Hotline as soon as possible, but no later than four (4) hours after the occurrence of the event or discovery thereof and a typed report is submitted by the Event Management Coordinator (EMC) to the DIDD Event Management Unit at Central Office and the MCO within one (1) business day in accordance with the abuse and neglect plan protocols developed by the Contractor. The notification shall be completed using a Reportable Event Form as prescribed by TennCare and shall include at a minimum: the member name; date of allegation reported and/or identified; description of issue; measures taken to mitigate risk; status of reporting to CPS or APS, as appropriate. If the allegation concerns physical or sexual abuse and is in reference to a worker or representative, the FEA shall contact the member/representative to determine if the member/representative wants to place the worker on unpaid leave until DIDD has completed its investigation. If the representative is the subject of the allegation, the representative shall not be allowed to decide whether to take leave, and such a decision shall solely be up to the member. The member/representative may additionally decide to remove staff at their discretion for allegations concerning other Tier 1 or Tier 2 events, as applicable. The FEA shall notify the Contractor regarding this communication with the member/representative and the member or representative's decision. The care coordinator, independent support coordinator, or DIDD case manager shall work with the member to find a new representative and the FEA shall work with the member to find a suitable replacement worker, if applicable. If the allegations are substantiated as a result of the investigation, the representative and/or worker shall no longer be allowed to participate in the CHOICES or 1915(c) waiver programs in any capacity. If the investigation is inconclusive, the member may elect to retain the worker or representative. The member's care coordinator, independent support coordinator, or DIDD case manager, with appropriate assistance from the FEA, shall make any updates to the member's plan of care and/or risk assessment/risk agreement deemed necessary to help ensure the member's health and safety, and the Contractor may initiate action to involuntarily disenroll the member from consumer direction at any time the Contractor feels that the member's decisions or actions constitute unreasonable risk such that the member's needs can no longer be safely and effectively met in the community while participating in consumer direction.

#### 2.9.9.9 Withdrawal from Consumer Direction of Eligible CHOICES and 1915(c) Waiver HCBS

##### 2.9.9.9.1

A member may voluntarily withdraw from consumer direction of eligible CHOICES or 1915(c) waiver HCBS at any time. The member and/or representative shall notify the care coordinator as soon as he/she determines that he/she is no longer interested in participating in consumer direction of eligible CHOICES or 1915(c) waiver HCBS.

##### 2.9.9.9.2

Upon receipt of a member's request to withdraw from consumer direction of eligible CHOICES or 1915(c) waiver HCBS, the care coordinator, independent support coordinator, or DIDD case manager shall conduct a face-to-face visit and update the

member's PCSP, as appropriate, to initiate the process to transition the member to contract providers.

- 2.9.9.9.3 In the event that the FEA, care coordinator, independent support coordinator, or DIDD case manager has concerns that a worker is unable to deliver appropriate care as prescribed in the service agreement and the plan of care, but the member and/or representative chooses to continue to employ the worker, note the concern and the member's choice to continue using the worker in the member's plan of care, and shall update the risk assessment and/or risk agreement as needed.
- 2.9.9.9.4 The Contractor shall forward to TennCare for disposition, pursuant to TennCare policy, any cases in which the Contractor plans to disenroll a member from consumer direction. The Contractor may initiate involuntary withdrawal of a member from consumer direction of eligible CHOICES or 1915(c) waiver HCBS:
  - 2.9.9.9.4.1 If a member's representative fails to perform in accordance with the terms of the representative agreement and the health, safety and welfare of the member is at risk, and the member wants to continue to use the representative.
  - 2.9.9.9.4.2 If a member has consistently demonstrated that he/she is unable to manage, with sufficient supports (including appointment of a representative) their services and the care coordinator, independent support coordinator, or DIDD case manager or FEA has identified health, safety and/or welfare issues.
  - 2.9.9.9.4.3 A care coordinator, independent support coordinator, or DIDD case manager has determined that the health, safety and welfare of the member may be in jeopardy if the member continues to employ a worker but the member and/or representative does not want to terminate the worker.
  - 2.9.9.9.4.4 Other significant concerns regarding the member's participation in consumer direction which jeopardize the health, safety or welfare of the member, including but not limited to, lack of an adequate back up plan for consumer direction, the member or representative are unwilling to abide by the requirements of the program.
  - 2.9.9.9.4.5 If the member's worker(s) fail(s) to consistently follow EVV procedures, utilize designated EVV system, and comply with all EVV requirements prescribed by the 21st Century Cures Act including, but not limited to, the use of appropriate EVV methods to check in and out of each consumer directed visit and the member or representative refuses to terminate the worker.
- 2.9.9.9.5 If TennCare approves the Contractor's request, the Contractor shall notify the member in accordance with TennCare rules and regulations, and the member shall have the right to appeal the determination (see Section 2.19.3.12 of this Contract).
- 2.9.9.9.6 The Contractor, in conjunction with the FEA, shall facilitate a seamless transition from workers to contract providers and ensure there are no interruptions or gaps in services.

2.9.9.9.7 Voluntary or involuntary withdrawal of a member from consumer direction of eligible CHOICES or 1915(c) waiver HCBS shall not affect a member's eligibility for long-term care services or enrollment in CHOICES or a 1915(c) waiver program.

2.9.9.9.8 The Contractor shall notify the FEA within one business day of processing the outbound 834 enrollment file when a member voluntarily withdraws from consumer direction of eligible CHOICES or 1915(c) waiver HCBS, when a member is involuntarily withdrawn from consumer direction of eligible CHOICES or 1915(c) waiver HCBS, and when a member is disenrolled from CHOICES, a 1915(c) waiver, or from TennCare. The notification should include the effective date of withdrawal and/or disenrollment, as applicable.

2.9.9.9.9 Members who have been involuntarily withdrawn may request to be reinstated in consumer direction of eligible CHOICES or 1915(c) waiver HCBS. The care coordinator shall work with the FEA to ensure that the issues previously identified as reasons for withdrawal have been adequately addressed prior to reinstatement. All members shall be required to participate in consumer direction training programs prior to re-instatement in consumer direction of eligible CHOICES or 1915(c) waiver HCBS.

#### 2.9.9.10 Claims Submission and Payment

2.9.9.10.1 The Contractor shall ensure that the EVV system creates and makes available to the FEA on at least a daily basis an electronic claims submission file in the 837 format, including exceptions which have been resolved, which may be submitted to the Contractor for claims processing at the appropriate frequency.

2.9.9.10.2 The Contractor shall reimburse the FEA for authorized eligible CHOICES or 1915(c) waiver HCBS provided by workers at the appropriate rate for the consumer directed services, which includes applicable payroll taxes.

2.9.9.10.3 The Contractor shall process and pay claims submitted by the FEA within fourteen (14) calendar days of receipt.

#### 2.9.10 Coordination and Collaboration for Members with Behavioral Health Needs

##### 2.9.10.1 General

As provided in Section 2.6.1 of this Contract, the Contractor shall be responsible for providing a full continuum of physical health, behavioral health, and long-term care services. The Contractor shall also be responsible for ensuring continuity and coordination between covered physical health, behavioral health, and long-term care services and ensuring collaboration between physical health, behavioral health, and long-term care providers. The Contractor shall develop policies and procedures that address key elements in meeting this requirement. These elements include, but are not limited to, screening for behavioral health needs (including the screening tool), referral to physical health and

behavioral health providers, screening for long-term care needs, exchange of information, confidentiality, assessment, treatment plan and plan of care development and implementation, collaboration, , care coordination (for CHOICES members) and Population Health, provider training, and monitoring implementation and outcomes. For 1915(c) waiver members and members receiving ICF/IID services, these policies and procedures shall specify how the Contractor shall work with the ISC, DIDD case manager, or ICF/IID provider's interdisciplinary team, as applicable, that address these key elements, ensure continuity and coordination among physical health, behavioral health, and long-term services and supports, and collaboration among physical health, behavioral health, and long-term services and supports providers.

2.9.10.1.1 For any person receiving LTSS, the Contractor shall be expected to deliver Behavioral Health Services and LTSS in an integrated manner, engaging the HCBS provider or others who provide primary support for the individual (whether paid or unpaid) in the assessment and treatment process, as well as transition planning when a person temporarily receives treatment outside their primary residence in order to facilitate transition back to the residence as expeditiously as possible and to ensure the availability of appropriate supports upon transition.

#### 2.9.10.2 Subcontracting for Behavioral Health Services

If the Contractor subcontracts for the provision of Behavioral Health Services, the Contractor shall develop and implement a written agreement with the subcontractor regarding the coordination of services provided by the Contractor and those provided by the subcontractor. The agreement shall address the responsibilities of the Contractor and the subcontractor regarding, at a minimum, the items identified in Section 2.9.10.1 as well as prior authorization, claims payment, claims resolution, contract disputes, and reporting. The subcontract shall comply with all of the requirements regarding subcontracts included in Section A.2.26 of this Contract.

#### 2.9.10.3 Screening for Behavioral Health Needs

2.9.10.3.1 The Contractor shall ensure that the need for Behavioral Health Services is systematically identified by and addressed by the member's PCP at the earliest possible time following initial enrollment of the member in the Contractor's MCO or after the onset of a condition requiring mental health and/or substance use disorder treatment.

2.9.10.3.2 The Contractor shall encourage PCPs and other providers to use a screening tool prior approved in writing by the State as well as other mechanisms to facilitate early identification of behavioral health needs.

2.9.10.3.3 As part of the care coordination process (see Section 2.9.7), the Contractor shall ensure that behavioral health needs of CHOICES members are identified and addressed.

#### 2.9.10.4 Referrals to Behavioral Health Providers



The Contractor shall ensure through screening that members with a need for Behavioral Health Services, particularly priority enrollees are appropriately referred to behavioral health providers. The Contractor shall develop provider education and training materials to ensure that physical health and long-term care providers know when and how to refer members who need specialty Behavioral Health Services. This shall include education about Behavioral Health Services, including the recovery process and resilience for children. The Contractor shall develop a referral process to be used by its providers, including what information must be exchanged and when to share this information, as well as notification to the member's care coordinator and for individuals enrolled in a 1915(c) waiver, the independent support coordinator or DIDD case manager, as applicable.

#### 2.9.10.5 Referrals to PCPs

The Contractor shall ensure that members with both physical health and behavioral health needs are appropriately referred to their PCPs for treatment of their physical health needs. The Contractor shall develop provider education and training materials to ensure that behavioral health providers know when and how to refer members who need physical health services. The Contractor shall develop a referral process to be used by its providers. The referral process shall include providing a copy of the physical health consultation and results to the behavioral health provider.

#### 2.9.10.6 Referrals to CHOICES

The Contractor shall ensure that members with both long-term care and behavioral health needs are referred to the Contractor for CHOICES intake (see Section 2.9.7.3). The Contractor shall develop provider education and training materials to ensure that behavioral health providers know when and how to refer members who need long-term care services to the Contractor.

#### 2.9.10.7 Behavioral Health Assessment and Treatment Plan

The Contractor's policies and procedures shall identify the role of physical health and behavioral health providers in assessing a member's behavioral health needs and developing an individualized treatment plan. For members with chronic physical conditions that require ongoing treatment who also have behavioral health needs, the Contractor shall encourage participation of both the member's physical health provider (PCP or specialist) and behavioral health provider in the assessment and individualized treatment plan development process as well as the ongoing provision of services. For members in CHOICES Groups 2 and 3 with behavioral health needs, the member's care coordinator shall encourage participation of the member's behavioral health provider in the care planning process and shall incorporate relevant information from the member's behavioral health treatment plan (see Section 2.7.3.1.4) in the member's plan of care (see Section 2.9.7.6).

#### 2.9.10.8 Population Health and CHOICES Care Coordination

The Contractor shall use its Population Health, and CHOICES care coordination programs (see Section 2.9.7), and shall work with the contracted Support Coordination providers and DIDD case managers to support the continuity and coordination of covered physical health, behavioral health, and long-term care services and the collaboration between physical health, behavioral health, and long-term care providers. The Contractor has the option to allow members, e.g., members who have been determined to be high risk based on Population Health stratification (see Section 2.8.4), to be enrolled in an appropriate level Population Health Program (see Section 2.8.5 of this Contract). For CHOICES members, Population Health activities shall be integrated with the care coordination process (see Sections 2.9.7.3, and 2.9.7.1.10). For 1915(c) waiver members, the Contractor shall coordinate with the ISC, DIDD case manager, or ICF/IID provider's interdisciplinary team, as applicable, to help ensure the maximum efficacy of its Population Health services.

#### 2.9.10.9 Monitoring

The Contractor shall evaluate and monitor the effectiveness of its policies and procedures regarding the continuity and coordination of covered physical, behavioral health, and long-term care services and collaboration between physical health, behavioral health, and long-term care providers. This shall include, but not be limited to, an assessment of the appropriateness of the diagnosis, treatment, and referral of behavioral health disorders commonly seen by PCPs; an evaluation of the appropriateness of psychopharmacological medication; and analysis of data regarding access to appropriate services. Based on these monitoring activities, the Contractor shall develop and implement interventions to improve continuity, coordination, and collaboration for physical health, behavioral health, and long-term care services.

#### 2.9.11 Coordination and Collaboration Among Behavioral Health Providers

2.9.11.1 The Contractor shall ensure communication and coordination between mental health providers and substance use disorder providers, including:

2.9.11.1.1 Assignment of a responsible party to ensure communication and coordination occur;

2.9.11.1.2 Determination of the method of mental health screening to be completed by substance use disorder service providers; screening and assessment tools to be designated by TennCare;

2.9.11.1.3 Determination of the method of substance use disorder screening to be completed by mental health service providers; screening and assessment tools to be designated by TennCare;

2.9.11.1.4 Description of how treatment plans will be coordinated between behavioral health service providers; and

- 2.9.11.1.5 Assessment of cross training of behavioral health providers: mental health providers being trained on substance use disorder issues and substance use disorder providers being trained on mental health issues.
- 2.9.11.2 The Contractor shall ensure coordination between the children and adolescent service delivery system as they transition into the adult mental health service delivery system, through such activities as communicating treatment plans and exchange of information.
- 2.9.11.3 The Contractor shall coordinate inpatient and community services, including the following requirements related to hospital admission and discharge:
  - 2.9.11.3.1 The outpatient provider shall be involved in the admissions process when possible; if the outpatient provider is not involved, the outpatient provider shall be notified promptly of the member's hospital admission;
  - 2.9.11.3.2 Psychiatric hospital and residential treatment facility discharges shall not occur without a discharge plan in which the member has participated (an outpatient visit shall be scheduled before discharge, which ensures access to proper provider/medication follow-up; also, an appropriate placement or housing site shall be secured prior to discharge);
  - 2.9.11.3.3 An evaluation shall be performed prior to discharge to determine if mental health case management services are medically necessary. Once deemed medically necessary, the mental health case manager shall be involved in discharge planning; if there is no mental health case manager, then the outpatient provider shall be involved; and
  - 2.9.11.3.4 A procedure to ensure continuity of care regarding medication shall be developed and implemented.
- 2.9.11.4 The Contractor shall identify and develop community alternatives to inpatient hospitalization for those members who are receiving inpatient psychiatric facility services who could leave the facility if appropriate community or residential care alternatives were available in the community. In the event the Contractor does not provide appropriate community alternatives, the Contractor shall remain financially responsible for the continued inpatient care of these individuals.
- 2.9.11.5 The Contractor is responsible for providing a discharge plan as outlined in Section 2.9.11.3.2.
- 2.9.12 Coordination of Pharmacy Services
  - 2.9.12.1 Except as provided in Section 2.6.1.3, the Contractor is not responsible for the provision of pharmacy benefits; TennCare contracts with a pharmacy benefits manager (PBM) to provide these services. However, the Contractor shall maintain an agreement with the PBM for the purpose of making payment to the PBM on behalf of TennCare for TennCare covered services. This requirement does not impose any further responsibilities on the Contractor regarding the provider's and/or provider's claims that are reimbursed through this payment structure. The Contractor shall not be at risk for payment made to the

TennCare contracted PBM (see Section C.3). The Contractor shall coordinate with the PBM as necessary to ensure that members receive appropriate pharmacy services without interruption. The Contractor shall monitor and manage its contract providers as it relates to prescribing patterns and its members as it relates to utilization of prescription drugs. The Contractor shall participate in regularly scheduled meetings with the PBM and TennCare to discuss operational and programmatic issues.

2.9.12.2 The Contractor shall accept and maintain prescription drug data from TennCare or its PBM.

2.9.12.3 The Contractor shall monitor and manage members by, at a minimum, conducting the activities as described below:

2.9.12.3.1 Analyzing prescription drug data and/or reports provided by the PBM or TennCare to identify high-utilizers and other members who inappropriately use pharmacy services and assign them to Population Health programs; if a CHOICES member is identified as a high-utilizer or as inappropriately using pharmacy services, including psychotropic medications, relevant prescription drug data and/or reports for the member shall be provided to the member's Care Coordinator, and the Care Coordinator shall take appropriate next steps, which may include coordination with the member's PCP or other licensed prescriber; or in the case of 1915(c) waiver members, the Contractor's clinical staff shall coordinate with the ISC or DIDD case manager as applicable in taking appropriate next steps;

2.9.12.3.2 Analyzing prescription drug data and/or reports provided by the PBM to identify potential pharmacy lock-in candidates and referring them to TennCare; and

2.9.12.3.3 Regularly providing information to members about appropriate prescription drug usage. At a minimum, this information shall be included in the Member Handbook and in at least two (2) quarterly member newsletters within a twelve (12) month period.

2.9.12.4 The Contractor shall monitor and manage providers' prescription patterns by, at a minimum, conducting the activities described below:

2.9.12.4.1 Upon establishing the terms of the TennCare Program PBM Risk Sharing Module, the Contractor, will support the State in validation and evaluation of the PBM Risk Sharing Module via data sharing and exchange of data and quality improvement metrics. TennCare will implement the Risk Sharing Module at a time to be determined by the State. The Module is dependent on the level of uncertainty in the Medicaid environment. It is anticipated that the earliest the Risk Sharing Module will be implemented July 1, 2023. The State shall allow sufficient time for consultation between TennCare and the Managed Care Contractors and PBM Contractors to develop the specifics of the Risk Sharing Module validation and evaluation. Risk Sharing Module calculations are influenced by two (2) variables: (a) annual service expenditures for specified medical condition(s), and (b) the percentage risk level chosen by the PBM Contractor in the PBM RFP Cost Proposal Bid response related to the PBM Contract.

- 2.9.12.4.2 Collaborating with the PBM to educate the MCO's contract providers regarding compliance with the State's preferred drug list (PDL) and appropriate prescribing practices;
- 2.9.12.4.3 Intervening with contract providers whose prescribing practices appear to be operating outside industry or peer norms as defined by TennCare, are non-compliant as it relates to adherence to the PDL and/or generic prescribing patterns, and/or who are failing to follow required prior authorization processes and procedures. The goal of these interventions will be to improve prescribing practices among the identified contract providers, as appropriate. Interventions shall be personal and one-on-one; and
- 2.9.12.4.4 Support drug utilization review program that meets the requirements of Section 1902(o) and Section 1927(g)(2) of the Social Security Act. Support of drug utilization review program shall include:
  - 2.9.12.4.4.1 Protocols regarding Opioid use that, at a minimum provide for the following:
    - 2.9.12.4.4.1.1 Pharmacy claims review relating to subsequent fills of opioid prescriptions and a claims review automated process that indicates when a member is prescribed a subsequent fill of opioids in excess of limits specified by the State;
    - 2.9.12.4.4.1.2 Pharmacy and medical claims review relating to members who have experienced a non-fatal or fatal opioid overdose and follow up with outreach, education and/or intervention to the member and/or the provider in accordance with federal requirements found in Section 1927(g)(2) of the Social Security Act;
  - 2.9.12.4.4.2 Pharmacy claims review relating to the maximum daily morphine equivalent that can be prescribed for treatment of chronic pain and a claims review automated process that indicates when a member is prescribed MME in excess of limitations specified by the State;
  - 2.9.12.4.4.3 Pharmacy claims review automated process that monitors concurrent prescribing of opioids and benzodiazepines and concurrent prescribing of opioids and antipsychotics; and
  - 2.9.12.4.4.4 The Contractor shall assign a physician licensed by the State of Tennessee to participate in regularly scheduled quarterly Drug Utilization Review (DUR) Board meetings as a Board member to review and discuss TennCare's pharmacy utilization and trends.
- 2.9.12.5 At any time, upon request from TennCare, the Contractor shall provide assistance in educating, monitoring and intervening with providers. For example, TennCare may require assistance in monitoring and intervening with providers regarding prescribing patterns for narcotics.
- 2.9.12.6 In a manner prescribed by TennCare, the MCO will be required to use prospective and retrospective review tools to consider and respond to medical, lab and pharmacy data to

identify, flag, and report on drug-drug and drug-disease interactions upon submission of claims for physician administered pharmacotherapy.

2.9.13 Coordination of Dental Benefits

2.9.13.1 General

2.9.13.1.1 The Contractor is not responsible for the provision and payment of dental benefits, including dental benefits in the 1915(c) waivers; TennCare contracts with a dental benefits manager (DBM) or with DIDD for 1915(c) waivers (pending transition to the DBM) to provide these services.

2.9.13.1.2 As provided in Section 2.6.1.3, the Contractor is responsible for transportation to and from dental services, including dental benefits in 1915(c) waivers, as well as the facility, medical and anesthesia services related to medically necessary and approved dental services that are not provided by a dentist or in a dentist's office.

2.9.13.1.3 The Contractor may require prior authorization for services related to dental services including the facility, anesthesia, and/or medical services related to the dental service. However, the Contractor may waive authorization of said services based upon authorization of the dental services by the dental benefits manager. The Contractor shall approve and arrange transportation to and from dental services in accordance with this Contract, including but not limited to Attachment XI.

2.9.13.2 Services and Responsibilities

The Contractor shall coordinate with the DBM and/or the ID HCBS waiver contractor for dental services. Coordination of dental services, at a minimum, includes establishing processes for:

2.9.13.2.1 Means for referral that ensures immediate access for emergency care and provision of urgent and routine care according to TennCare guidelines for specialty care (see Attachment III);

2.9.13.2.2 Means for the transfer of information (to include items before and after the visit);

2.9.13.2.3 Report to TennCare all facilities (Inpatient and/or Outpatient) that provide available time in their operating room(s) for Dentists and Oral Surgeons on a regular basis and on a case-by-case basis in a form and format described by TennCare;

2.9.13.2.4 Provide the DBM with the name and contact information of a facility willing to take a specific case within ten (10) days of a request by the DBM

2.9.13.2.5 Maintenance of confidentiality;

2.9.13.2.6 Resolving disputes related to prior authorizations and claims and payment issues;

- 2.9.13.2.7 Cooperation with the DBM regarding training activities provided by the DBM such as fluoride varnish, silver diamine fluoride (SDF), training related to the importance of oral health during pregnancy, etc.;
- 2.9.13.2.8 Notifying the DBM within fourteen (14) calendar days when dental services have been approved as part of the PCSP, as well as the amount approved in the PCSP for such services;
- 2.9.13.2.9 Ensuring that the cost of dental services provided by the DBM are accounted for when determining the cost of 1915(c) waiver HCBS provided to a member that must be counted against the member's expenditure cap or cost limit, as applicable;
- 2.9.13.2.10 Resolving disputes related to prior authorizations and claims and payment issues; and
- 2.9.13.2.11 Cooperation with the DBM regarding training activities provided by the DBM.

### 2.9.13.3 Operating Principles

Coordinating the delivery of dental services to TennCare members is the primary responsibility of the DBM and/or the 1915(c) waiver contractor. However, the Contractor shall provide coordination assistance and shall be responsible for communicating the DBM/HCBS provider services, provider relations, and/or claim coordinator contact information to all of its contract providers. With respect to specific member issues, the Contractor shall work with the DBM/HCBS coordinator towards a resolution. Should systemic issues arise, the Contractor shall meet and resolve the issues with the DBM/HCBS waiver contractor. In the event that such issues cannot be resolved, the MCO and the DBM/HCBS waiver contractor shall meet with TennCare to reach final resolution of matters involved. Final resolution of system issues shall occur within ninety (90) calendar days from referral to TennCare.

### 2.9.13.4 Resolution of Requests for Prior Authorization

- 2.9.13.4.1 The Contractor agrees, and recognizes that the DBM has agreed through its contractual arrangement with the State, that any dispute concerning which party should respond to a request for prior authorization shall not cause a denial, delay, reduction, termination or suspension of any appropriate service to a TennCare enrollee. The Contractor shall require that its DBM care coordinators will, in addition to their responsibilities for DBM care coordination, deal with issues related to requests for prior authorization that require coordination between the DBM and the Contractor. The Contractor shall provide the DBM with a list of its DBM care coordinators and telephone number(s) at which each DBM care coordinator may be contacted. When the Contractor receives a request for prior authorization from a provider for a member and the Contractor believes the service is the responsibility of the DBM, the Contractor's DBM care coordinator shall contact the DBM's care coordinator by the next business day after receiving the request for prior authorization. The DBM care coordinator shall also contact the member and/or member's provider. For routine requests contact to the

member or member's provider shall be made within fourteen (14) days or less of the provider's request for prior authorization and shall comply with all applicable consent decrees and court orders and TennCare rules and regulations. For urgent requests, contact shall be made immediately after receiving the request for prior authorization.

2.9.13.4.2 The Contractor shall assign staff members to serve on a coordination committee with DBM staff members. This committee shall be responsible for addressing all issues of dental care coordination. The committee will review disputes regarding clinical care and provide a clinical resolution to the dispute, subject to the terms of this Contract. The Contractor and the DBM shall attempt in good faith to resolve any dispute and communicate the decision to the provider requesting prior authorization of a service. In the event the Contractor and the DBM cannot agree within ten (10) calendar days of the provider's request for prior authorization, the party who first received the request from the provider shall be responsible for prior authorization and payment to the contract provider within the time frames designated by TennCare. The Contractor and the DBM are responsible for enforcing hold harmless protection for the member. The Contractor shall ensure that any response to a request for authorization shall not exceed fourteen (14) calendar days and shall comply with all applicable consent decrees and court orders and TennCare rules and regulations.

#### 2.9.13.5 Claim Resolution Processes

2.9.13.5.1 The Contractor shall designate one or more claims coordinators to deal with issues related to claims and payment issues that require coordination between the DBM and the Contractor. The Contractor agrees and recognizes that the DBM has agreed through its contractual arrangement with the State, to also designate one or more claims coordinators to deal with issues related to claims and payment issues that require coordination between the DBM and the Contractor. The Contractor shall provide the DBM and TennCare, with a list of its claims coordinators and telephone number(s) at which each claims coordinator may be contacted.

2.9.13.5.2 When the Contractor receives a disputed claim for payment from a provider for a member and believes care is the responsibility of the DBM, the Contractor's claims coordinators shall contact the DBM's claims coordinators within four (4) calendar days of receiving such claim for payment. If the Contractor's claims coordinator is unable to reach agreement with the DBM's claims coordinators on which party is responsible for payment of the claim, the claim shall be referred to the Claims Coordination Committee (described below) for review.

2.9.13.5.3 The Contractor shall assign claims coordinators and other representatives, as needed, to a joint Contractor/DBM Claims Coordination Committee. The number of members serving on the Claims Coordination Committee shall be determined within ten (10) calendar days of the execution of this Contract by the mutual agreement of the DBM and MCO. The Contractor shall, at a minimum, assign two (2) representatives to the committee. The make-up of the committee may be revisited from time to time during



the term of this Contract. The Claims Coordination Committee shall review any disputes and negotiate responsibility between the Contractor and the DBM. Unless otherwise agreed, such meeting shall take place within ten (10) calendar days of receipt of the initial disputed claim or request from the provider. If resolution of the claim results in the party who assumed responsibility for authorization and payment having no liability, the other party shall reimburse and abide by the prior decisions of that party. Reimbursement shall be made within ten (10) calendar days of the Claims Coordination Committee's decision.

- 2.9.13.5.4 If the Claims Coordination Committee cannot reach an agreement as to the proper division of financial responsibility within ten (10) calendar days of the initial referral to the Claims Coordination Committee, said claim shall be referred to both the Contractor's and the DBM's CEO or the CEO's designee, for resolution immediately. A meeting shall be held among the CEOs or their designee(s) as soon as possible, but not longer than ten (10) calendar days after the meeting of the Claims Coordination Committee.
- 2.9.13.5.5 If the meeting between the CEOs, or their designee(s), of the DBM and MCO does not successfully resolve the dispute within ten (10) calendar days, the parties shall, within fourteen (14) calendar days of the meeting, submit a Request for Resolution of the dispute to the State or the State's designee for a decision on responsibility.
- 2.9.13.5.6 The process before the submission of a Request for Resolution, as described above, shall be completed within thirty (30) calendar days of receiving the claim for payment. In the event the parties cannot agree within thirty (30) calendar days of receiving the claim for payment, the MCO and the DBM shall be responsible for enforcing hold harmless protections for the member and the party who first received the request or claim from the provider shall be responsible for authorization and payment to the provider in accordance with the requirements of the MCO's or DBM's respective Agreement/contract with the State of Tennessee. Moreover, the party that first received the request or claim from the provider shall also make written request of all requisite documentation for payment and shall provide written reasons for any denial.
- 2.9.13.5.7 The Request for Resolution shall contain a concise description of the facts regarding the dispute, the applicable Agreement/contract provisions, and the position of the party making the request. A copy of the Request for Resolution shall also be delivered to the other party. The other party shall then submit a Response to the Request for Resolution within fifteen (15) calendar days of the date of the Request for Resolution. The Response shall contain the same information required of the Request for Resolution. Failure to timely file a Response or obtain an extension from the State shall be deemed a waiver of any objections to the Request for Resolution.
- 2.9.13.5.8 The State or its designee shall make a decision in writing regarding who is responsible for the payment of services within ten (10) calendar days of the receipt of the required information ("Decision"). The Decision may reflect a split payment responsibility that

designates specific proportions to be paid by the MCO and the DBM. The Decision shall be determined solely by the State or its designee based on specific circumstances regarding each individual case. Within five (5) business days of receipt of the Decision, the non-successful party shall reimburse any payments made by the successful party for the services. The non-successful party shall also pay to the State, within thirty (30) calendar days of the Decision, an administrative fee equal to ten percent (10%) of the value of the claims paid, not to exceed one-thousand dollars (\$1,000), for each Request for Resolution. The amount of the DBM's or MCO's payment responsibility shall be contained in the State's Decision. These payments may be made with reservation of rights regarding any judicial resolution. If a party fails to pay the State for the party's payment responsibility as described in this Section, Section 2.9.13.5.8, within thirty (30) calendar days of the date of the State's Decision, the State may deduct amounts of the payment responsibility from any current or future amount owed the party by the State.

#### 2.9.13.6 Denial, Delay, Reduction, Termination or Suspension

The Contractor agrees that any claims payment dispute or request for authorization shall not cause a denial, delay, reduction, termination or suspension of any appropriate services to a TennCare member. In the event there is a claim for Emergency Services, the party receiving a request for authorization to treat any member shall insure that the member is treated immediately and payment for the claim shall be approved or disapproved based on the definition of Emergency Services specified in this Contract.

#### 2.9.13.7 Emergencies

Prior authorization shall not be required for Emergency Services prior to stabilization.

#### 2.9.13.8 Claims Processing Requirements

All claims shall be processed in accordance with the requirements of the MCO's and DBM's respective Agreements/contracts with the State of Tennessee.

#### 2.9.13.9 Appeal of Decision

Appeal of any Decision shall be to a court or commission of competent jurisdiction and shall not constitute a procedure under the Administrative Procedure Act, T.C.A. 4-5-201 *et seq.* Exhaustion of the above-described process shall be required before filing of any claim or lawsuit on issues covered by this Section, Section 2.9.13.9

#### 2.9.13.10 Duties and Obligations

The existence of any dispute under this Contract shall in no way affect the duty of the Contractor and the DBM to continue to perform their respective obligations, including their obligations established in their respective Agreements/contracts with the State pending resolution of the dispute under this Section, Section 2.9.12.10. In accordance with T.C.A. 56-32-126(b), a provider may elect to resolve the claims payment dispute through independent review.

#### 2.9.13.11 Confidentiality

2.9.13.11.1 The Contractor agrees and recognizes that the DBM has agreed through its contractual arrangement with the State, to cooperate with the State to develop confidentiality guidelines that (1) meet state, federal, and other regulatory requirements; (2) meet the requirements of the professions or facilities providing care and maintaining records; and (3) meet both DBM and MCO standards. These standards shall apply to both DBM's and MCO's providers and staff. If the Contractor or DBM believes that the standards require updating, or operational changes are needed to enforce the standards, the Contractor shall meet with the DBM to resolve these issues. Such standards shall provide for the exchange of confidential e-mails to ensure the privacy of the members.

2.9.13.11.2 The DBM and MCO shall ensure all materials and information directly or indirectly identifying any current or former member which is provided to or obtained by or through the MCO's or DBM's performance of this Contract, whether verbal, written, tape, or otherwise, shall be maintained in accordance with the standards of confidentiality of T.C.A. 33-4-22, Section E.33 of this Contract, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and, unless required by applicable law, shall not be disclosed except in accordance with those requirements or to TennCare, and CMS, or their designees. Nothing stated herein shall prohibit the disclosure of information in summary, statistical, or other form that does not identify any current or former member or potential member.

#### 2.9.13.12 Access to Service

The Contractor agrees and recognizes that the DBM has agreed through its contractual arrangement with the State, to establish methods of referral which ensure immediate access to emergency care and the provision of urgent and routine care in accordance with TennCare guidelines.

#### 2.9.14 Coordination with Medicare

2.9.14.1 The Contractor is responsible for providing medically necessary covered services to members who are also eligible for Medicare if the service is not covered by Medicare.

2.9.14.2 The Contractor shall ensure that services covered and provided pursuant to this Contract are delivered without charge to members who are dually eligible for Medicare and Medicaid services.

- 2.9.14.3 The Contractor shall coordinate with Medicare payors, Medicare Advantage plans, and Medicare providers as appropriate to coordinate the care and benefits of members who are also eligible for Medicare.
- 2.9.14.4 At such time that TennCare requires, the Contractor shall become responsible for processing, paying, and reporting all Medicare crossover claims in accordance with provisions described by TennCare.
  - 2.9.14.4.1 The Contractor's responsibilities shall include, but are not limited to, the following:
    - 2.9.14.4.1.1 Participate in the Coordination of Benefits (COB) for the Medicare Crossover process, and accept, process, and adjudicate Medicare crossover claims for assigned Members.
      - 2.9.14.4.1.1.1 For purposes of Medicare crossover claims, assigned Members may be members who are eligible for both TennCare and Medicare (dual eligibles) or may be members who are Qualified Medicare Beneficiaries ONLY (QMB ONLY). QMB ONLY members are only entitled to crossover payments and do not receive TennCare covered services that are not covered by Medicare.
        - 2.9.14.4.1.1.1.1 In addition to paying the crossover payment amounts for QMB ONLYs, the Contractor shall also print and mail QMB ONLY Member I.D. cards in a format and timeline described by TennCare.
          - 2.9.14.4.1.1.2 The Contractor shall maintain Medicare eligibility information for assigned members in a format approved by TennCare in order to identify Medicare crossover claims.
          - 2.9.14.4.1.2 Enter into a Coordination of Benefits Agreement (COBA) with Medicare and participate in the automated claims crossover process. The Contractor shall also maintain the capability to receive electronic crossover claims directly from providers.
          - 2.9.14.4.1.3 Responsible for processing, paying and reporting all Medicare crossover claims, including out-of-network providers.
          - 2.9.14.4.1.4 Require out-of-network providers to execute an Out-of-Network Provider Agreement with the Contractor prior to payment for Medicare crossover claims as required in Section 2.13.27 of this Contract.
          - 2.9.14.4.1.5 Maintain HIPAA compliance and follow state policies and processes which shall include at a minimum, coordination of benefits, sending explanation of benefits, applicable audit trail, reporting, data to support audits (including PERM) and submitting post-adjudicated encounter data to TennCare which shall represent claims received and processed.
          - 2.9.14.4.1.6 Responsible for responding to inquiries related to claims (e.g., claim status inquiries, appeals).

- 2.9.14.4.2 The CMS Medicare Benefits Policy Manual can be found at the following link:  
<https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/CMS012673>.
- 2.9.15 Coordination with Medicare Advantage Dual Eligible Special Needs Plans (D-SNPs) regarding the Contractor's Full Benefit Dual Eligible (FBDE) Members Enrolled in a D-SNP
- 2.9.15.1 The Contractor shall modify its IT systems to accept Medicare enrollment data and to load the data in the Contractor's case management system for use by Care Coordinators and case management, DM/Population Health and UM staff.
- 2.9.15.2 To the extent a member is not enrolled in the Contractor's D-SNP, the Contractor shall coordinate with a FBDE member's D-SNP regarding discharge planning from any inpatient setting or observation stay when Medicaid LTSS (NF, ICF/IID, or HCBS), Medicaid home health or private duty nursing, or other Medicaid services may be needed upon discharge in order to ensure that care is provided in the most appropriate, cost-effective and integrated setting.
- 2.9.15.2.1 The Contractor shall develop, for review and approval by TennCare, policies, procedures and training for Contractor staff, including Care Coordinators, regarding coordination with a FBDE member's D-SNP in discharge planning from an inpatient setting or observation stay to the most appropriate, cost-effective and integrated setting.
- 2.9.15.2.2 The Contractor shall receive and process in a timely manner a standardized electronic Daily Inpatient Admissions, Census and Discharge Report, from each D-SNP operating in the Grand Region served by the Contractor.
- 2.9.15.2.3 The Contractor shall provide a technical contact to address any technical problems in the submission of the daily Report.
- 2.9.15.2.4 The Contractor shall establish processes to ensure that all required notifications from the member's D-SNP to the Contractor of inpatient admission, including planned and unplanned admissions to the hospital or a SNF, as well as all required notifications of observation days and any reported emergency room visits, are timely and appropriately triaged.
- 2.9.15.2.5 The Contractor shall establish tracking mechanisms to ensure that staff are timely and appropriately engaged in discharge planning, and for CHOICES members, that Care Coordinators are notified/engaged as appropriate.
- 2.9.15.2.6 The Contractor shall maintain daily reports for audit to determine appropriate and timely engagement in discharge planning.
- 2.9.15.3 The Contractor shall coordinate with a FBDE member's D-SNP regarding CHOICES LTSS that may be needed by the member; however, the D-SNP shall remain responsible for ensuring access to all Medicare benefits covered by the Contractor, including SNF and

home health, and shall not supplant such medically necessary covered services with services available only through TennCare.

- 2.9.15.3.1 The Contractor shall develop, for review and approval by TennCare prior to their implementation, policies, procedures and training for processing in a timely manner requests for CHOICES LTSS from a FBDE member's D-SNP, including communication with the member's Care Coordinator and/or UM staff, response to the D-SNP submitter, collaboration between the Medical Director(s) of the D-SNP and MCO regarding medical necessity denials, and escalation procedures/contacts.
- 2.9.15.4 The Contractor shall coordinate with a FBDE member's D-SNP to ensure timely access to medically necessary covered Medicare benefits needed by a FBDE member, including members enrolled in the CHOICES program.
- 2.9.15.4.1 The Contractor shall develop, for review and approval by TennCare prior to their implementation, policies, procedures and training for staff, including Care Coordinators, regarding service requests to a FBDE member's D-SNP for Medicare benefits needed by the member.
- 2.9.15.5 The Contractor shall request, when appropriate, the D-SNP's participation in needs assessments and/or the development of an integrated person-centered plan of care for a TennCare CHOICES member, encompassing Medicare benefits provided by the Contractor as well as Medicaid benefits provided by the TennCare MCO.
- 2.9.15.5.1 The Contractor shall develop, for review and approval by TennCare prior to their implementation, policies, procedures, and training for engaging D-SNP participation in the CHOICES needs assessment/care planning process for a FBDE member, including the roles/responsibilities of the TennCare MCO and the D-SNP.
- 2.9.15.6 The Contractor shall submit to a FBDE member's D-SNP, as applicable and appropriate, referrals for case management and/or disease management/Population Health.
- 2.9.15.6.1 The Contractor shall develop, for review and approval by TennCare prior to their implementation, policies procedures and training for staff regarding the D-SNP case management and/or disease management/Population Health referral process.
- 2.9.15.7 The Contractor shall coordinate with each D-SNP operating in the Grand Region served by the Contractor and with the D-SNP's providers (including hospitals and physicians) in the Contractor's implementation of its nursing facility diversion program.
- 2.9.15.7.1 The Contractor shall provide to D-SNPs training on the Contractor's NF Diversion program, including the referral process.
- 2.9.15.7.2 The Contractor shall, pursuant to Section 2.9.7, accept and process from a member's D-SNP a referral for HCBS in order to delay or prevent NF placement.

- 2.9.15.8 The Contractor shall, pursuant to Section 2.9.7 receive and process from a FBDE member's D-SNP a referral for transition from a SNF to the community, and shall coordinate with the FBDE member's D-SNP to facilitate timely transition, as appropriate, including coordination of services covered by the Contractor and services covered by the D-SNP.
- 2.9.15.8.1 The Contractor shall provide to D-SNPs training on the Contractor's NF-to-community transition program, including the referral, screening and assessment process.
- 2.9.15.9 The Contractor shall participate, as appropriate, in D-SNP training regarding D-SNP responsibilities for coordination of Medicare and Medicaid benefits for FBDE members and benefits covered under the TennCare program, including CHOICES.
- 2.9.15.10 For dual eligible members aligned in the CONTRACTOR's MCO for Medicaid benefits and the Contractor's D-SNP for Medicare benefits, the Contractor shall manage all Medicaid and Medicare benefits locally (i.e., in Tennessee) and in an integrated manner.
- 2.9.15.10.1 There shall be a single point of coordination for aligned full benefit dual eligible members across the member's Medicaid and Medicare benefits.
- 2.9.15.10.2 The Care Coordinator of any dual eligible member enrolled in CHOICES and in the Contractor's DSNP shall be responsible for coordinating the full range of Medicaid, including LTSS, and Medicare benefits, have access to all of the information needed to do so, and the Contractor's systems and business process shall support an integrated approach to care coordination and service delivery. For any dual eligible member receiving LTSS but not enrolled in CHOICES, the Contractor's D-SNP remains responsible for coordinating the full range of Medicaid, including LTSS, and Medicare benefits, and shall collaborate with the ISC or DIDD case manager, or ICF/IID Interdisciplinary Team to facilitate such coordination.
- 2.9.15.10.3 The Contractor's systems shall be configured and the Contractor's operations shall be structured to facilitate the coordination of Medicaid and Medicare services in an integrated way. This includes the availability of consistent data for care coordination purposes across both the Medicaid and D-SNP plans. This is particularly crucial for CHOICES members and members identified for CHOICES screening.
- 2.9.16 ICF/IID Services and Alternatives to ICF/IID Services
- 2.9.16.1 The Contractor shall be responsible for services in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) and for services provided through Home and Community-Based Services (HCBS) waivers as an alternative to ICF/IID services. 1915(c) waiver services may supplement, but not supplant, medically necessary covered services covered under the Medicaid State Plan, including physical and behavioral health.
- 2.9.16.2 The Contractor shall also be responsible for other covered services for members residing in an ICF/IID or enrolled in a 1915(c) waiver. For members residing in an ICF/IID, this

includes covered services that are not included in the per diem reimbursement for institutional services (e.g., inpatient and outpatient, prosthetics, some items of durable medical equipment, non-emergency ambulance transportation, and non-emergency transportation). For dual eligible members, Medicare shall be the primary payor. Except as provided below for NEMT, for members enrolled in a 1915(c) waiver, the Contractor shall also provide all medically necessary covered services. However, the Contractor is not responsible for providing non-emergency medical transportation (NEMT) to any service that is being provided to the member through the 1915(c) waiver.

- 2.9.16.3 The Contractor shall also be responsible for providing the following care coordination to members receiving services in an ICF/IID:
  - 2.9.16.3.1 Develop protocols and processes to work with ICFs/IID to coordinate the provision of care;
  - 2.9.16.3.2 Develop and implement targeted strategies to improve health, functional, or quality of life outcomes, e.g., related to Population Health or pharmacy management, or to increase and/or maintain functional abilities;
  - 2.9.16.3.3 Coordinate with the ICF/IID as necessary to facilitate access to physical health and/or Behavioral Health Services needed by the member and to help ensure the proper management of the member's acute and/or chronic health conditions, including services covered by the Contractor that are beyond the scope of the ICF/IID services benefit;
  - 2.9.16.3.4 Intervene and address issues as they arise regarding payment of patient liability in order to avoid the consequences of non-payment;
  - 2.9.16.3.5 In the manner prescribed by TennCare and in accordance with this Contract and TennCare policies and protocols pertaining thereto: 1) facilitate transfers between ICFs/IID which, at a minimum, includes notification to the receiving facility of the member's level of care, and notification to TennCare; and 2) facilitate transitions to CHOICES which shall include (but is not limited to) timely notification to TennCare; and
  - 2.9.16.3.6 At a minimum, the Contractor shall consider the following a potential signification change in needs or circumstances for members residing in an ICF/IID and contact the ICF/IID to determine if a visit and reassessment is needed:
    - 2.9.16.3.6.1 Pattern of recurring falls;
    - 2.9.16.3.6.2 Incident, injury or complaint;
    - 2.9.16.3.6.3 Report of abuse or neglect;
    - 2.9.16.3.6.4 Frequent hospitalizations;



- 2.9.16.3.6.5 Frequent emergency department utilization; or
- 2.9.16.3.6.6 Prolonged or significant change in health and/or functional status.
- 2.9.16.4 The Contractor shall coordinate the provision of covered services with services provided by ICF/IID and 1915(c) waiver providers to minimize disruption and duplication of services.
  - 2.9.16.4.1 If a member receiving home health or private duty nursing services will be subject to a reduction in covered services provided by the Contractor upon turning twenty-one (21) years of age and the member also receives HCBS Waiver services from DIDD, the Contractor, DIDD, and the Independent Support Coordinator (ISC) as applicable shall, pursuant to policies and processes established by TennCare, coordinate benefits to implement any changes in HCBS Waiver Services at the same time that MCO services are reduced to ensure as seamless a transition as possible. If a member is enrolled in a 1915(c) HCBS Waiver and has a need for supports not available in that waiver or requests transition to CHOICES or ECF CHOICES, the Contractor shall refer that member to TennCare for transition as appropriate.
- 2.9.17 Enrollees with Special Health Care Needs
  - 2.9.17.1 The Contractor shall implement mechanisms to assess each TennCare enrollee identified by the State as having special health care needs in order to identify any ongoing special conditions of the enrollee that require a course of treatment or regular care monitoring. The assessment mechanisms must use appropriate health care professionals. Enrollees who are dually eligible for TennCare and Medicare are exempt from this requirement. For purposes of Section 2.9.17, enrollees with special health care needs shall refer to enrollees in the custody of the Department of Children’s Services (DCS), as described in Section A.1 of this Contract.
  - 2.9.17.2 The Contractor shall implement procedures to share, with other MCOs, DBMs and PBMs (as necessary) serving the enrollee, the results of its identification and assessment of any enrollee with special health care needs so that those activities need not be duplicated.
- 2.9.18 Inter-Agency Coordination
 

The Contractor shall coordinate with other state and local departments and agencies to ensure that coordinated care is provided to members. This includes, but is not limited to, coordination with:

  - 2.9.18.1 Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS) and Tennessee Department of Intellectual and Developmental Disabilities (DIDD) for the purpose of interfacing with and assuring continuity of care and for coordination of specialized services in accordance with federal PASRR requirements;

- 2.9.18.2 Tennessee Department of Children’s Services (DCS) for the purpose of interfacing with, assuring continuity of care, and assuring the provision of covered services to children in or transitioning out of State custody;
- 2.9.18.3 Tennessee Department of Health (DOH), for the purposes of establishing and maintaining relationships with member groups and health service providers;
- 2.9.18.4 Tennessee Department of Human Services (DHS) and DCS Protective Services Section, for the purposes of reporting and cooperating in the investigation of abuse and neglect;
- 2.9.18.5 Tennessee Department of Intellectual Disabilities Services (DIDD), for the purposes of coordinating physical and Behavioral Health Services with HCBS available for members who are also enrolled in a Section 1915(c) HCBS waiver for persons with intellectual disabilities; and all responsibilities pertaining to the integration of ICF/IID services and 1915(c) waiver services into the managed care program, including DIDD’s day-to-day operational leadership, direction and oversight of I/DD MLTSS Programs as defined in the Interagency Agreement between TennCare and DIDD, the Program Operations Agreement between DIDD and the MCO, and/or set forth by TennCare in policies or protocols;
- 2.9.18.6 Area Agencies on Aging and Disability (AAADs) regarding intake of members new to both TennCare and CHOICES;
- 2.9.18.7 Tennessee Department of Education (DOE) and local education agencies (LEA) for the purposes of coordinating educational services in compliance with the requirements of Individuals with Disabilities Education Act (IDEA) and to ensure school-based services for students with special needs are provided;
- 2.9.18.7.1 The Contractor is responsible for the delivery of medically necessary covered services to school-aged children. MCOs are encouraged to work with school-based providers to manage the care of students with special needs. Local education agencies are responsible for documenting when a school-aged child has a need for medically necessary covered services in an Individualized Education Plan (IEP), Individual Health Plan (IHP) or Individual Family Service Plan (IFSP). If the child is enrolled in TennCare, the school is responsible for obtaining parental consent to share the child’s medical, behavioral health, and educational records with the MCO and for subsequently sending a copy of the parental consent and IEP, IHP or IFSP to the MCO in a manner required by the MCO. The Contractor shall determine whether it chooses to receive the IEP, IHP or IFSP and parental consent prior to providing and paying for identified medically necessary covered services or upon request during a post payment audit.
- 2.9.18.7.2 The Contractor shall provide the medically necessary covered services identified in the IEP or IHP within the school setting. The Contractor may require a school-based provider billing for covered services be a participating provider in the Contractor’s network. The Contractor shall contract with any LEA seeking to contract with the

Contractor for medically necessary covered services to school-aged children based on the Contractor's standard fee schedule.

- 2.9.18.7.2.1 If the Contractor has chosen not to receive an IEP, IHP, or IFSP in advance of paying for medically necessary covered services in the school-based setting, the Contractor shall, at a minimum, conduct regular post payment sample audits of IEPs, IHPs and IFSPs and all other documentation to support the medical necessity of the school-based services reimbursed by the Contractor. When the Contractor requests a copy of an IEP, IHP or IFSP, the provider must also include a copy of the appropriate parental consent.
- 2.9.18.7.3 If the Contractor requires LEAs to submit an IEP, IHP or IFSP to the Contractor as a request for covered services, LEAs shall include a copy of parental consent and the Contractor shall:
  - 2.9.18.7.3.1 Either accept the IEP, IHP or IFSP as indication of a medical problem and treat the IEP, IHP or IFSP as a request for service or assist in making an appointment to have the child evaluated by the child's PCP or another contract provider. If the Contractor does not accept the documentation provided with the IEP, IHP or IFSP as indication of a medical problem, the Contractor shall have the child re-evaluated in order to make a decision about the appropriateness of the requested service.
  - 2.9.18.7.3.2 Send a copy of the IEP, IHP or IFSP and any related information (e.g., action taken by the MCO in response to receipt of the IEP, IHP or IFSP, action the MCO expects the PCP to take) to the PCP.
  - 2.9.18.7.3.3 Notify the designated school contact of the ultimate disposition of the request (e.g., what services have been approved for the child, what arrangements have been made for service delivery) within fourteen (14) days of the Contractor's receipt of the IEP, IHP or IFSP.
- 2.9.18.7.4 The Contractor shall designate a contact person to whom correspondence concerning children with medically necessary covered services included in their IEPs, IHP or IFSP will be directed.

## 2.9.19 Electronic Visit Verification System Requirements

- 2.9.19.1 The Contractor shall have an EVV system in place for Personal Care Services and Home Health Care Services. The Contractor shall provide for a stakeholder process to allow input into the state's implementation of the EVV requirement from providers of personal care services and home health services, beneficiaries, family caregivers and other stakeholders. All services requiring an in-home visit that are included in claims under the home health category or personal care services category on the CMS-64 form are subject to the EVV requirement per Section 12006 of the 21st Century Cures Act. In addition, services furnished under waivers or demonstration projects that meet the statutory or regulatory definition of a "home health service" or "personal care service" must meet the EVV

requirement per Section 12006 of the 21st Century Cures Act, even if they are bundled into a different service or furnished through a managed care contractor.

- 2.9.19.2 The Contractor shall only use an EVV system that is able to verify accurately and timely the type of service performed; the individual receiving the service; the date of the service; the location of the service delivery; the individual providing the service; and the time the service begins and ends.
- 2.9.19.3 The Contractor's EVV system shall comply with the appropriate security and privacy requirements of the Health Insurance Portability and Accountability Act. The Contractor's EVVS shall accurately capture the required data elements listed in the Section 1903(1)(5) of the Social Security Act and use that data to edit claims and review encounter data.
- 2.9.19.4 The Contractor shall provide training to its providers on the operation of its EVV system. The Contractor shall develop and disseminate notice and educational materials to family caregivers, beneficiaries, and non-native English speakers with respect to the use of EVV.

#### **A.2.10 SERVICES NOT COVERED**

Except as authorized pursuant to Section 2.6.5 of this Contract, the Contractor shall not pay for non-covered services as described in TennCare rules and regulations.

#### **A.2.11 PROVIDER NETWORK**

##### 2.11.1 General Provisions

- 2.11.1.1 The Contractor shall provide or ensure the provision of all covered services specified in Section 2.6.1 of this Contract. Accessibility of covered services, including geographic access, travel distance, and appointments and wait times shall be in accordance with the access and network adequacy standards set forth in the applicable federal regulations and the Contract requirements, including, but not limit to the requirements set forth in: Contract Sections 2.30.8.4 and 2.11.7; in Attachment III; the Specialty Network Standards in Attachment IV; the Access and Availability for Behavioral Health Services in Attachment V; and the applicable federal requirements. These minimum requirements shall not release the Contractor from the requirement to provide or arrange for the provision of any medically necessary covered service required by its members, whether specified above or not.
- 2.11.1.2 The Contractor may provide covered physical health and Behavioral Health Services directly or may enter into written agreements with providers and provider subcontracting entities or organizations that will provide covered physical health and Behavioral Health Services to the members in exchange for payment by the Contractor for services rendered. The Contractor shall enter into written agreements with providers to provide covered long-term care services. The Contractor shall not directly provide long-term care services.
- 2.11.1.3 When the Contractor contracts with providers, the Contractor shall:

- 2.11.1.3.1 Not execute provider agreements with providers who have been excluded from participation in the Medicare, Medicaid, and/or SCHIP programs pursuant to Sections 1128 or 1156 of the Social Security Act and 42 CFR 455.101 or who are otherwise not in good standing with the TennCare program;
- 2.11.1.3.2 Consider: the anticipated TennCare enrollment; the expected utilization of services, taking into consideration the characteristics of specific TennCare populations included in this Contract; the number and types of providers required to furnish TennCare services; the number of contract providers who are not accepting new members; and the geographic location of providers and TennCare members, considering distance, travel time, the means of transportation ordinarily used by TennCare members, the ability of network providers to communicate with LEP members in their preferred language, and whether the location provides physical access reasonable accommodations, culturally competent care, and accessible equipment for members with disabilities;
- 2.11.1.3.3 Have in place, written policies and procedures for the selection and retention of providers. These policies and procedures shall not discriminate against particular providers that service high risk populations or specialize in conditions that require costly treatment;
- 2.11.1.3.4 Not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. The Contractor's ability to credential providers as well as maintain a separate network and not include any willing provider is not considered discrimination;
- 2.11.1.3.5 Give affected providers written notice if it declines to include individual or groups of providers in its network; and
- 2.11.1.3.6 Maintain all provider agreements in accordance with the provisions specified in 42 CFR 438.12, 438.214 and Section A.2.12 of this Contract.
- 2.11.1.3.7 Not discriminate against providers and entities in accordance with the federal prohibition against discrimination as provided for under the collective "federal health care provider conscience protection statutes," referenced individually as the Church Amendments, 42 U.S.C. § 300a-7, section 245 of the Public Health Service Act, 42 U.S.C. § 238n, and the Weldon Amendment, Consolidated Appropriations Act, 2010, Public Law 111-117, Div. D, Sec. 508(d), 123 Stat. 3034, 3279-80. In addition, as a participant in a program receiving federal funds, Providers shall not be subjected to discrimination because of their race, color, national origin, disability, age, sex, conscience and religious freedom, or other statuses protected by federal and/or state law.
- 2.11.1.4 Section 2.11.1.3 shall not be construed to:

- 2.11.1.4.1 Require the Contractor to contract with providers beyond the number necessary to meet the needs of its members and the access standards of this Contract; however, the Contractor shall contract with nursing facilities pursuant to the requirements of Section 2.11.7 of this Contract and, any LEA pursuant to 2.9.18.7.2. When directed by TennCare to serve as a back-up health plan and/or enroll members in additional CHOICES Groups, the Contractor shall contract with at least two (2) providers for each CHOICES HCBS to cover each county in each Grand Region, as specified in Section 2.11.7.3;
- 2.11.1.4.2 Preclude the Contractor from using different reimbursement amounts for different specialties or for different providers in the same specialty; however, the Contractor shall reimburse long-term care services in accordance with Sections 2.13.4 and 2.13.5; or
- 2.11.1.4.3 Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to members.
- 2.11.1.5 The Contractor may not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a member who is their patient for the following:
  - 2.11.1.5.1 The member's health status, medical, behavioral health, or long-term care, or treatment options, including any alternative treatment that may be self-administered;
  - 2.11.1.5.2 Any information the member needs in order to decide among all relevant treatment options;
  - 2.11.1.5.3 The risks, benefits, and consequences of treatment or non-treatment; or
  - 2.11.1.5.4 The member's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 2.11.1.6 Prior to including a provider in a provider directory, on the *Provider Enrollment File* (see Section 2.30.8.1) and/or paying a provider's claim, the Contractor shall ensure that the provider has a National Provider Identifier (NPI) Number, where applicable, and has obtained a Medicaid provider number from TennCare.
- 2.11.1.7 If a member requests a provider located outside the access standards, and the Contractor has an appropriate provider within the access requirements who accepts new members, it shall not be considered a violation of the access requirements for the Contractor to grant the member's request. However, in such cases the Contractor shall not be responsible for providing transportation for the member to access care from this selected provider, and the Contractor shall notify the member in writing as to whether or not the Contractor shall provide transportation for the member to seek care from the requested provider.

- 2.11.1.8 If the Contractor is unable to meet the access standard for a covered service for which the Contractor is responsible for providing non-emergency transportation to a member, the Contractor shall provide transportation regardless of whether the member has access to transportation.
- 2.11.1.8.1 In the event the Contractor is unable to meet the access standard for adult day care (see Attachment III) for members in CHOICES Group 2 or 3, the Contractor shall provide and pay for the cost of transportation for the member to the adult day care facility until such time the Contractor has sufficient provider capacity.
- 2.11.1.8.2 The Contractor is not required to provide non-emergency transportation for HCBS provided through a 1915(c) waiver program for persons with intellectual disabilities and HCBS provided through the CHOICES program, except as provided in Section 2.11.1.8.1 above.
- 2.11.1.9 If the Contractor is unable to provide medically necessary covered services to a particular member using contract providers, the Contractor shall adequately and timely cover these services for that member using non-contract providers, for as long as the Contractor's provider network is unable to provide them. At such time that the required services become available within the Contractor's network and the member can be safely transferred, the Contractor may transfer the member to an appropriate contract provider as specified in Section 2.9.6.
- 2.11.1.10 The Contractor shall monitor provider compliance with access requirements specified in Attachment III, including but not limited to appointment and wait times and take corrective action for failure to comply. The Contractor shall maintain an emergency/contingency plan in the event that a large provider of services collapses or is otherwise unable to provide needed services and shall conduct surveys and office visits to monitor compliance with appointment waiting time standards and shall report findings and corrective actions to TennCare in accordance with Section 2.30.8.2.
- 2.11.1.11 The Contractor shall use its best efforts to contract with providers to whom the Contractor routinely refers members.
- 2.11.1.12 TennCare reserves the right to direct the Contractor to terminate or modify any provider agreement when TennCare determines it to be in the best interest of the State.
- 2.11.1.13 To demonstrate sufficient network access accessibility and availability of covered services, the Contractor shall use TennCare's approved software to measure network access and comply with all reporting requirements specified in Section 2.30.8.
- 2.11.1.14 The Contractor agrees to participate in State led efforts to collect provider data required for credentialing to minimize provider abrasion and duplication of efforts.
- 2.11.2 Primary Care Providers (PCPs)

- 2.11.2.1 With the exception of Katie Beckett members and members dually eligible for Medicare and TennCare, the Contractor shall ensure that each member has an assigned PCP, as defined in Section A.1, who is responsible for coordinating the covered services provided to the member. This exception shall not be applicable to dual eligible members aligned in the CONTRACTOR's MCO for Medicaid benefits and the Contractor's D-SNP for Medicare benefits. For CHOICES members, the Contractor shall develop and implement protocols that address, at a minimum, the roles and responsibilities of the PCP and Care Coordinator and collaboration between a member's PCP and Care Coordinator.
- 2.11.2.2 The Contractor shall ensure that there are PCPs willing and able to provide the level of care and range of services necessary to meet the medical and behavioral health needs of its members, including those with chronic conditions. There shall be a sufficient number of PCPs who accept new TennCare members within the Contractor's service area so that the Contractor meets the access standards provided in Attachment III.
- 2.11.2.3 To the extent feasible and appropriate, the Contractor shall offer each member (other than members who are dually eligible for Medicare and TennCare) the opportunity to select a PCP.
- 2.11.2.4 The Contractor may, at its discretion, allow vulnerable populations (for example, persons with multiple disabilities, acute, or chronic conditions, as determined by the Contractor) to select their attending specialists as their PCP so long as the specialist is willing to perform all responsibilities of a PCP as defined in Section A.1.
- 2.11.2.5 Children in State custody shall be assigned to a Best Practice Network Primary Care Provider as specified in Section A.3 of this Contract.
- 2.11.2.6 If a member who is not dually eligible for Medicare and TennCare fails or refuses to select a PCP from those offered within thirty (30) calendar days of enrollment, the Contractor shall assign a PCP. The Contractor may assign a PCP in less than thirty (30) calendar days if the Contractor provides the enrollee an opportunity to change PCPs upon receipt of notice of PCP assignment.
- 2.11.2.7 The Contractor shall establish policies and procedures to enable members reasonable opportunities to change PCPs. Such policies and procedures may not specify a length of time greater than twelve (12) months between PCP changes under normal circumstances. If the ability to change PCPs is limited, the Contractor shall include provisions for more frequent PCP changes with good cause. The policies and procedures shall include a definition of good cause as well as the procedures to request a change.
- 2.11.2.8 If a member requests assignment to a PCP located outside the distance/time requirements in Attachment III and the Contractor has PCPs available within the distance/time requirements who accept new members, it shall not be considered a violation of the access requirements for the Contractor to grant the member's request. However, in such cases the Contractor shall have no responsibility for providing transportation for the member to access care from this selected provider, and the Contractor shall notify the member in



writing as to whether or not the Contractor shall provide transportation for the member to seek care from the requested provider. In these cases, the Contractor shall allow the member to change assignment to a PCP within the distance/time requirements at any time if the member requests such a change.

2.11.2.9 The Contractor agrees to implement Primary Care Transformation strategies, inclusive of PCMH (comprehensive primary care program) and Tennessee Health Link (integrated care coordination for members with the highest behavioral health needs), consistent with Tennessee's multi-payor payment reform initiative in a manner and on a timeline approved by TennCare.

2.11.2.10 Health Home Initiatives

2.11.2.10.1 TennCare has the discretion to design health homes to provide comprehensive care coordination for Medicaid beneficiaries with chronic conditions in future contract years. The Contractor shall operationalize any such Health Home initiatives which may include, but may not be limited to, a health home model designed for Individuals with Substance Use Disorders (SUD) and/or Intellectual and Developmental Disabilities (IDD). The Contractor shall support the model(s) with, at a minimum:

2.11.2.10.1.1 Adequate staff resources to engage providers and Members participating in the model;

2.11.2.10.1.2 Robust reporting capabilities with a focus on health outcomes of the individuals enrolled in the health home; and

2.11.2.10.1.3 Ability to process and track risk-based payments.

2.11.3 Specialty Service Providers

2.11.3.1 Essential Hospital Services and Centers of Excellence

2.11.3.1.1 The Contractor shall demonstrate sufficient access to essential hospital services which means that, at a minimum, in each Grand Region served by the Contractor, the Contractor shall demonstrate a contractual arrangement with at least one (1) tertiary care center for each of the following:

2.11.3.1.1.1 Neonatal services;

2.11.3.1.1.2 Perinatal services;

2.11.3.1.1.3 Pediatric services;

2.11.3.1.1.4 Trauma services; and

2.11.3.1.1.5 Burn services.

2.11.3.1.2 The Contractor shall demonstrate sufficient access to comprehensive care for people with HIV/AIDS which means that, at a minimum, in each Grand Region in which the

Contractor operates, the Contractor shall demonstrate a contractual arrangement with at least two (2) HIV/AIDS Centers of Excellence located within the Contractor's approved Grand Region(s). HIV/AIDS Centers of Excellence are designated by the DOH.

2.11.3.1.3 The Contractor shall demonstrate a contractual arrangement with all Centers of Excellence for Behavioral Health located within the Grand Region(s) served by the Contractor. Centers of Excellence for Behavioral Health are designated by the State of Tennessee.

2.11.3.1.4 The Contractor shall demonstrate a contractual arrangement with all Centers of Excellence for children in, or at risk of State custody, as identified by TennCare. Centers of Excellence for children in, or at risk of State custody are designated by the State of Tennessee.

#### 2.11.3.2 Physician Specialists

2.11.3.2.1 The Contractor shall establish and maintain a network of physician specialists that is adequate and reasonable in number, in specialty type, and in geographic distribution to meet the medical and behavioral health needs of its members (adults and children) without excessive travel requirements. This means that, at a minimum:

2.11.3.2.1.1 The Contractor has signed provider agreements with providers of the specialty types listed in Attachment IV who accept new TennCare enrollees and are available on at least a referral basis; and

2.11.3.2.1.2 The Contractor is in compliance with the access and availability requirements in Attachments III, IV, and V.

#### 2.11.3.3 TennCare Monitoring

2.11.3.3.1 TennCare will monitor Contractor compliance with specialty network standards on an ongoing basis. TennCare will use data from the monthly *Provider Enrollment File* required in Section 2.30.8.1, to verify compliance with the specialty network requirements. TennCare will use these files to confirm the Contractor has a sufficient number and distribution of physician specialists and in conjunction with MCO enrollment data to calculate member to provider ratios. TennCare will also periodically phone providers listed on these reports to confirm that the provider is a contract provider as reported by the Contractor. TennCare shall also monitor appeals data for indications that problems exist with access to specialty providers.

2.11.3.3.2 TennCare will require a Corrective Action Plan from the Contractor when:

2.11.3.3.2.1 Twenty-five percent (25%) or more of non-dual members do not have access to one or more of the physician specialties listed in Attachment IV within sixty (60) miles;

2.11.3.3.2.2 Any non-dual member does not have access to one or more of the physician specialties listed in Attachment IV within ninety (90) miles; or

- 2.11.3.3.2.3 The member to provider ratio exceeds that listed in Attachment IV.
- 2.11.3.3.3 TennCare will review all Corrective Action Plans and determine, based on the actions proposed by the Contractor, appeals data, and the supply of specialty providers available to non-TennCare members, whether the Corrective Action Plan will be accepted. Corrective action plans shall include, at a minimum, the following:
  - 2.11.3.3.3.1 The addition of contract providers to the provider network as documented on the provider enrollment file that resolves the specialty network deficiency;
  - 2.11.3.3.3.2 A list of providers with name, location, and expected date of provider agreement execution with whom the Contractor is currently negotiating a provider agreement and, if the provider becomes a contract provider would resolve the specialty network deficiency;
  - 2.11.3.3.3.3 For those deficiencies that are not resolved, a detailed account of attempts to secure an agreement with each provider that would resolve the deficiency. This shall include the provider name(s), address(es), date(s) contacted, and a detailed explanation as to why the Contractor is unable to secure an agreement, e.g., lack of provider willingness to participate in the TennCare program, provider prefers to limit access to practice, or rate requests are inconsistent with TennCare actuarial assumptions;
  - 2.11.3.3.3.4 A listing of non-contract providers, including name and location, who are being used to provide the deficient specialty provider services and the rates the Contractor is currently paying these non-contract providers;
  - 2.11.3.3.3.5 Affirmation that transportation will be provided for members to obtain services from providers who are willing to provide services to members but do not meet the specialty network standards;
  - 2.11.3.3.3.6 Documentation of how these arrangements are communicated to the member; and
  - 2.11.3.3.3.7 Documentation of how these arrangements are communicated to the PCPs.
- 2.11.4 Buprenorphine Enhanced Supportive Medication-Assisted Recovery and Treatment (BESMART) Program
  - 2.11.4.1 Office-Based Opioid Treatment (OBOT)
    - 2.11.4.1.1 The Contractor shall establish a high-quality provider network known as the Buprenorphine Enhanced Supportive Medication-Assisted Recovery and Treatment (BESMART) Program to support members with substance use disorder (SUD). The Contractor shall determine the providers in the BESMART Program based on the criteria outlined in the BESMART Program Description. The Contractor shall engage all contracted BESMART providers as described below.

- 2.11.4.1.1.1 For all providers in the BESMART Program, the Contractor shall provide at minimum three (3) annual engagements as described below with the contracted BESMART provider or practice. These three (3) engagements shall include, at a minimum, the *Educational Support Meeting*, the *Quality Review*, and the *Virtual Education Session* as described below. If there are multiple BESMART Providers in one practice, as defined by the tax identification number (TIN), the three (3) required engagements may take place at the TIN-level rather than the NPI-level. The Contractors must use their best discretion when determining if the engagement should be in-person or virtual.
- 2.11.4.1.1.1.1 The Contractor shall conduct at minimum one (1) in-person or virtual, Educational Support Meeting with each contracted BESMART provider or BESMART practice per calendar year. The Contractor must have the appropriate representative to meet with the provider(s) in-person or virtually to discuss topics including, but not limited to, billing or processing, programmatic education, quality metrics, and care coordination.
- 2.11.4.1.1.1.1.1 The Contractors may collaborate to allow a provider or practice to only receive an Educational Support Meeting by one Contractor during a calendar year. If the Contractors decide to partner, this will count towards the requirements for all Contractors in the partnership.
- 2.11.4.1.1.1.2 The Contractor shall conduct one (1) in-person or virtual Quality Review with each contracted BESMART provider or BESMART practice. A “BESMART Practice” is considered a group of providers under one TIN with more than one contracted BESMART provider, as previously stated.
- 2.11.4.1.1.1.2.1 The Contractor shall have an BESMART Quality Review inter-rater reliability (IRR) assessment policy and procedure in place to evaluate the consistency and validity of the rater with the accepted BESMART Quality Review tool standards used for quality assurance. An accuracy rate of 95% is required. If a reviewer falls below the targeted threshold, additional training is necessary until 95% is achieved.
- 2.11.4.1.1.1.2.2 The Contractor shall ensure that their BESMART Quality Review Policies & Procedures includes, at a minimum, the following: How the percentage is calculated; How many questions can the reviewers differ on before they reach 95%; How many points each question is worth; Organization oversight and accountability structure for BESMART program Quality Review compliance, when a Contractor only has one (1) reviewer.
- 2.11.4.1.1.1.2.3 To ensure consistent decisions, an action plan will be developed by the Contractor to include (but not limited to) guideline development, training measures, and process improvement as necessary. The Contractor shall develop Policies & Procedures for IRR. The Contractor shall establish at minimum an annual periodic Inter-rater Review to confirm consistency of review criteria for new reviewers or after identification of inconsistent determinations and receipt of additional training.

- 2.11.4.1.1.1.2.4 The Contractor shall use the Quality Review Tool as prescribed by TennCare to ensure that the BESMART providers and practices are accurately and consistently implementing the BESMART Program Description and providing high-quality care.
- 2.11.4.1.1.1.2.5 The number of members charts the Contractor shall review per provider, for the BESMART Quality Review, will be based on a sliding threshold prescribed by TennCare. The Sliding Scale shall be based on the number of providers within a practice and/or number of members in order to determine number of charts to review:
  - 2.11.4.1.1.1.2.5.1 1-3 providers in one practice: Minimum of 10 charts per provider (if provider doesn't have 10 charts, review all);
  - 2.11.4.1.1.1.2.5.2 4-6 providers in one practice: Minimum of 6 charts per provider (if provider doesn't have 6 charts, review all);
  - 2.11.4.1.1.1.2.5.3 7-9 providers in one practice: Minimum of 4 charts per provider (if provider doesn't have 4 charts, review all);
  - 2.11.4.1.1.1.2.5.4 10 or more providers in one practice: Minimum of 3 charts per provider (if provider doesn't have 3 charts, review all).
- 2.11.4.1.1.1.2.6 If a BESMART Provider has fewer than three (3) patient charts in the Quality Review time frame, the Contractor shall not complete a Quality Review. For a BESMART Practice, a Quality Review shall not be completed if there are fewer than three (3) patient charts across all BESMART providers in the practice. The Contractor shall still provide necessary education and support to the BESMART provider or practice as needed.
- 2.11.4.1.1.1.2.7 BESMART Quality Reviews are an annual requirement unless a provider or provider group has met the criteria for skipping a year. The criteria that must be met to skip a year of BESMART Quality Review:
  - 2.11.4.1.1.1.2.7.1 Minimum of 2 years of scores > or = to 80% overall and no failed sections (at least 80% for each of the 5 sections).
  - 2.11.4.1.1.1.2.7.2 The minimum number of charts (per sliding scale above) must have been reviewed in both years.
  - 2.11.4.1.1.1.2.7.3 If a provider or provider group is allowed a "skip," the Contractor must ensure restart of annual Quality Review the following year.
- 2.11.4.1.1.1.2.8 Following the BESMART Quality Review, the Contractor shall provide the BESMART provider/provider group with, at minimum, the following documentation; a copy of the Quality Review Tool, a written list of areas of deficiency (if any), and written recommendations/education for how to improve each area of deficiency.

- 2.11.4.1.1.1.2.9 The Contractor may issue a Corrective Action Plan (CAP) to the BESMART provider or practice if the provider or practice has an overall score less than 80% OR has a score of less than 80% on any of the 5 sections on the BESMART Quality Review Tool. The Contractor may also issue a CAP on a section of the Quality Review Tool. The Contractor shall educate and support providers/provider groups as needed, including during the Quality Review process. The Contractor shall monitor and follow-up on the CAP process. CAPs may be placed at the NPI or TIN level.
- 2.11.4.1.1.1.2.9.1 TennCare may elect to request periodic updates from the MCO regarding high-level data around the CAPs.
- 2.11.4.1.1.1.2.9.2 The Contractor shall inform TennCare if/when a change is made to the remediation scale/plan.
- 2.11.4.1.1.1.2.10 The Contractors may collaborate by scheduling the Quality Review on the same day (i.e., representatives from each of the contractors are present onsite) to prevent a BESMART provider or practice from having three separate meetings throughout the calendar year. The Contractors must complete their own Quality Review Tool for their specific members.
- 2.11.4.1.1.1.2.11 The Contractor shall submit to TennCare a Semi-Annual Quality Review Report summarizing the results from the Quality Reviews. The Contractor shall complete the Semi-Annual Quality Review Report according to TennCare's guidance.
- 2.11.4.1.1.1.2.12 The Contractor shall meet with TennCare and the other MCOs at least one (1) time during the calendar year to review the data and best practices associated with the Quality Reviews.
- 2.11.4.1.1.1.3 The Contractor shall conduct at minimum one (1) Virtual Education Session for all contracted BESMART providers per calendar year. The Virtual Education Session shall be for BESMART providers and staff to receive additional training, education, or necessary general updates to the BESMART Program requirements. All topics for the Virtual Education Session will be shared with TennCare in advance of the meeting and approved by TennCare.
- 2.11.4.1.1.1.3.1 The Contractor may collaborate with other TennCare MCOs to provide education sessions/training/meetings for providers. If the Contractor decides to partner with another MCO, this shall fulfill the requirements for the Contractor.
- 2.11.4.1.1.1.3.2 The Contractor shall record the Virtual Education Session and make the recording available to contracted BESMART providers for future viewings.
- 2.11.4.1.1.1.3.3 The Contractor shall facilitate all aspects of the Virtual Education Session including but not limited to, communicating to providers, RSVPs, hosting the webinar platform, and developing webinar content.

- 2.11.4.1.1.1.3.4 The Contractor shall track attendance and share the attendance data with TennCare within ten (10) calendar days of the Virtual Education Session.
- 2.11.4.1.1.2 The Contractor shall complete the necessary analyses and distribute quarterly BESMART Program *Quality Metrics Reports* to NPI-level contracted BESMART providers with one or more BESMART claim(s) in the reporting period. The *Quality Metrics Reports* shall be designed and distributed in a format described by TennCare no later than one hundred twenty (120) calendar days following the end of each calendar year quarter unless otherwise described by TennCare. The one hundred twenty (120) day period includes three (3) months for claims-runout and thirty (30) days for report processing.
- 2.11.4.1.1.3 The Contractor shall submit a quarterly BESMART Network Quality Metrics Summary Report no later than one hundred twenty (120) calendar days following the end of each calendar year quarter unless otherwise described by TennCare. The Summary Report shall synthesize all key information from the BESMART Network Quality Metric Reports as described by TennCare. Reports will assess BESMART providers and collect aggregate data indicative of provider performance, outcomes, and activity.
- 2.11.4.2 Opioid Treatment Programs (OTPs)
- 2.11.4.2.1 The Contractor shall maintain an established provider network for Methadone Opioid Treatment Programs for members with substance use disorder (SUD) as outlined by TennCare. The Contractor shall comply with all guidance set forth by the TennCare Methadone Program Description.
- 2.11.4.2.2 The Contractor shall use the payment methodology as specified by TennCare.
- 2.11.4.2.3 The Contractor shall meet with each TDMHSAS licensed Opioid Treatment Program and offer each facility a contract for Medication Assisted Treatment. If the Contractor has quality of care concerns that may prevent contracting with the Opioid Treatment Program, the Contractor shall inform TennCare of this finding.
- 2.11.4.3 Maternal Opioid Misuse (MOM) Grant
- 2.11.4.3.1 The Contractor shall participate in regular engagement with the Maternal Opioid Misuse Model including, but not limited to, responding in a timely manner to requests for information relevant to Model operations from TennCare staff and the Model's care delivery partner.
- 2.11.5 Special Conditions for Prenatal Care Providers

- 2.11.5.1 The Contractor shall have a sufficient number of contract providers who accept members in accordance with TennCare access standards in Attachment III so that prenatal or other medically necessary covered services are not delayed or denied to pregnant women at any time, including during their presumptive eligibility period. Additionally, the Contractor shall make services available from non-contract providers, if necessary, to provide medically necessary covered services to a woman enrolled in the Contractor's MCO.
- 2.11.5.2 Regardless of whether prenatal care is provided by a PCP, physician extender or an obstetrician who is not the member's PCP, the access standards for PCP services shall apply when determining access to prenatal care except for cases of a first prenatal care appointment for women who are past their first trimester of pregnancy on the day they are determined to be eligible for TennCare. For women who are past their first trimester of pregnancy on the day they are determined to be eligible, a first prenatal care appointment shall occur within fifteen (15) calendar days of the day they are determined to be eligible. Failure to do so shall be considered a material breach of the provider's provider agreement with the Contractor (see Sections 2.7.6.2 and 2.11.5).

#### 2.11.6 Special Conditions for Behavioral Health Services

- 2.11.6.1 At the direction of the State, the Contractor shall divert new admissions to other inpatient facilities as appropriate, utilizing the Regional Mental Health Institutes only when no other option is available.
- 2.11.6.2 The Contractor shall identify, develop or enhance existing mental health and/or substance use disorder inpatient and residential treatment capacity for adults and adolescents with a co-occurring mental health and substance use disorder.
- 2.11.6.3 The Contractor shall contract with specified crisis service teams for both adults and children as directed by TennCare unless the State approves the use of other crisis service providers.
- 2.11.6.4 The Contractor shall use processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for mental health or substance use disorder benefits that are comparable to, and applied no more stringently than, the processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for medical/surgical benefits in the same classification.

#### 2.11.7 Special Conditions for Long-Term Care Providers

In addition to the requirements in Section 2.11.1 of this Contract and the access standards specified in Attachment III of this Contract, the Contractor shall meet the following requirements for long-term care providers. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in additional CHOICES Groups, the requirements in this Section 2.11.7 applicable only to HCBS providers will not apply. If and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2



and/or 3, the Contractor shall, as directed by TennCare, implement all of the requirements in this Section 2.11.7.

- 2.11.7.1 The Contractor shall, pursuant to T.C.A. 71-5-1412 contract with any licensed and certified nursing facility willing to contract with the MCO to provide that service under the same terms and conditions as are offered to any other participating facility contracted to provide that service under any policy, contract or plan that is part of the TennCare managed long-term care service delivery system. Terms and conditions shall not include the rate of reimbursement. This does not prevent the Contractor from enforcing the provisions of its contract with the facility.
- 2.11.7.2 For community-based residential alternatives (covered for members in CHOICES Group 2), the Contractor shall demonstrate good faith efforts to develop the capacity to have a travel distance of no more than sixty (60) miles between a member's community-based residential alternative placement and the member's residence before entering the facility.
- 2.11.7.3 Except as specified by TennCare in writing, at a minimum, the Contractor shall contract with at least two (2) providers for each CHOICES, and ECF CHOICES HCBS, other than community-based residential alternatives, and at least two (2) providers for each 1915(c) waiver HCBS, other than Behavioral Respite, Facility-Based Day Supports, Non-Residential Homebound Support Services, Semi-Independent Living, Supported Employment-Small Group, Medical Residential Services, Orientation and Mobility Services, Personal Emergency Response Systems, Transitional Case management, Independent Support Coordination, and Enabling Technology to cover each county in each Grand Region covered under this Contract unless otherwise specified by TennCare. For CHOICES HCBS and 1915(c) waiver HCBS provided in a member's place of residence, the provider does not need to be located in the county of the member's residence but must be willing and able to serve residents of that county. For CHOICES adult day care service, the provider does not have to be located in the county of the member's residence but must meet the access standards for adult day care specified in Attachment III.
- 2.11.7.4 In addition, the Contractor shall maintain a network of CHOICES and 1915(c) waiver HCBS providers that is adequate to meet the needs of each and every member in CHOICES Group 2 and 3 and 1915(c) waivers and to provide authorized CHOICES or 1915(c) waiver HCBS within the time frame prescribed by TennCare. This includes initiating CHOICES or 1915(c) waiver HCBS in the member's plan of care within the time frames specified by TennCare and continuing services in accordance with the member's person-centered support plan, as appropriate, including the amount, frequency, duration and scope of each service in accordance with the schedule at which such services are needed by the member.
- 2.11.7.5 Following the first quarter of CHOICES and 1915(c) waiver implementation or as otherwise specified by TennCare, TennCare will review all relevant reports submitted by the Contractor, including but not limited to reports that address provider network, service initiation, missed visits, and service utilization. TennCare will use the data provided in these reports to establish long-term care provider capacity requirements and develop

performance standards, benchmarks and associated liquidated damages for failure to meet the specified performance standards and benchmarks. TennCare will notify the Contractor of the performance standards, benchmarks, and liquidated damages including the time frame for imposing liquidated damages.

- 2.11.7.6 The Contractor shall not delay or fail to identify a service on a member's PCSP because the Contractor's network of qualified providers (including the provider's workforce) is not sufficient to timely initiate such service. The Contractor shall not ask nor encourage a member (or their representative, as applicable) to omit a service from the PCSP because the Contractor cannot timely initiate the service. All covered, medically necessary benefits should be identified on a CHOICES or 1915(c) waiver member's PCSP; any delays in the timely initiation of a CHOICES service shall be reported pursuant to Section 2.30.6.3.
- 2.11.7.7 The Contractor shall coordinate with DIDD to develop and maintain an adequate statewide network of 1915(c) waiver HCBS providers.
  - 2.11.7.7.1 Additional contracting consideration shall be given for each preferred contracting standard satisfied by a potential provider. The Contractor shall not be obligated to contract with every provider who meets one or more of these preferred contracting standards; nor shall the Contractor be prohibited from contracting with providers who do not meet any of these preferred contracting standards unless directed by DIDD. However, the Contractor shall be able to demonstrate to TennCare and DIDD that these standards are being thoughtfully considered in developing an adequate network of qualified providers for the 1915(c) waiver.
  - 2.11.7.7.2 The Contractor shall deem as credentialed and shall offer a provider agreement to all qualified ICF/IID providers contracted with TennCare and all qualified 1915(c) waiver providers contracted with TennCare and DIDD.
    - 2.11.7.7.2.1 The Contractor shall abide by the "deemed" status, and shall not establish additional requirements or credentialing processes or standards for participation in the Contractor's network.
  - 2.11.7.7.3 As directed by TennCare (which may vary by service type), the Contractor may contract with any ICF/IID provider or 1915(c) waiver provider credentialed (or re-credentialed) by DIDD as meeting qualifications for the delivery of specified services, provided that the Contractor shall ensure an adequate network to initiate and consistently deliver services in accordance with each member's PCSP or IPP. This shall include Support Coordination services for individuals enrolled in the Statewide or CAC Waivers. (Support Coordination functions for individuals in the Self-Determination Waiver shall be performed by DIDD case managers.) The Contractor shall also take into consideration any preferred contracting standards or quality performance indicators adopted by TennCare and DIDD, and shall be responsible for ensuring an adequate network of providers who are qualified to deliver high quality services, including the achievement of individual and system outcomes. The Contractor shall coordinate with TennCare, DIDD, providers and other stakeholders to

define and refine these standards on an ongoing basis, and shall support contracted providers in building capacity to deliver high quality services, including the achievement of individual and system outcomes. The Contractor shall also track and report such outcomes data as required by TennCare to demonstrate the adequacy of its network to meet quality outcome expectations.

- 2.11.7.7.3.1 The Contractor shall, as directed by DIDD contract with a highly preferred I/DD provider (based on contracting standards) to address identified network gaps—related to the ability to deliver needed services without gaps in care or to address quality (including quality outcome) concerns. In these instances, an MCO would be expected to either contract with an identified provider, or to contract with an alternative provider that is equally preferred and able to fill the identified gap.
- 2.11.7.8 The Contractor shall develop and maintain a network development plan to ensure the adequacy and sufficiency of its provider network and shall coordinate with DIDD in developing its plan for I/DD MLTSS Programs. The network development plan shall be submitted to TennCare annually, monitored by TennCare per the requirements in Section A.2.25 of the Contract, and include the following minimum elements:
  - 2.11.7.8.1 Summary of nursing facility provider network, by county.
  - 2.11.7.8.2 Summary of ICF/IID provider network, by county.
  - 2.11.7.8.3 Summary of CHOICES and 1915(c) waiver HCBS provider network, including community-based residential alternatives, by service and county.
  - 2.11.7.8.4 Demonstration of and monitoring activities to ensure that access standards for long-term care services are met, including requirements in Attachment III and in this Section 2.11.7.
  - 2.11.7.8.5 Demonstration of the Contractor’s ongoing activities to track and trend every time a member does not receive initial or ongoing long-term care services in accordance with the requirements of this Contract due to inadequate provider capacity, identify systemic issues, and implement remediation and quality improvement (QI) activities. This shall include a summary of provider network capacity issues by service and county, the Contractor’s remediation and QI activities and the targeted and actual completion dates for those activities.
  - 2.11.7.8.6 Demonstration of the Contractor’s compliance with preferred contracting standards as identified for I/DD MLTSS programs, and ongoing activities to improve the quality of its LTSS network and to support contracted providers in building capacity to deliver high quality services, including the achievement of individual and system outcomes.
  - 2.11.7.8.7 CHOICES HCBS and 1915(c) waiver HCBS network deficiencies (in addition to those specified in Section 2.11.7.8.5 above) by service and by county and interventions to address the deficiencies.

- 2.11.7.8.8 Demonstration of the Contractor’s efforts to develop and enhance existing community-based residential alternatives (including adult care homes, community living supports, and community living supports-family model) capacity for elders and/or adults with physical disabilities. The Contractor shall specify related activities, including provider recruitment activities, and provide a status update on capacity building.
- 2.11.7.8.9 Where there are deficiencies or as otherwise applicable, annual target increase in CHOICES HCBS providers by service and county.
- 2.11.7.8.10 Ongoing activities for CHOICES and 1915(c) waiver HCBS provider development and expansion taking into consideration identified provider capacity, the quality of services delivered, including individual and system outcomes, network deficiencies, and service delivery issues and future needs relating to growth in membership and long-term needs.
- 2.11.7.9 The Contractor shall, as part of its network management responsibilities, oversee the development of its contracted provider workforce, and shall take specific and measurable actions to help ensure a qualified, competent, and sufficient workforce to consistently deliver needed services in a timely manner. Responsibilities shall include the following: collection, analysis, and reporting of data about the contracted provider workforce; sufficient operational infrastructure to lead workforce development activities; the integration of workforce management responsibilities into policies and procedures for network management and support; the development and implementation of an annual workforce development plan; working with TennCare, DIDD, other MCOs and/or providers to establish Statewide WFD goals, and to collaboratively plan and implement workforce development initiatives; the recruitment and employment of CHOICES and 1915(c) waiver members into the workforce when appropriate; and direct assistance, support, investments, and incentives to contracted providers in order to develop the quality, competency, and sufficiency of their workforce.
- 2.11.7.9.1 The Contractor shall designate a staff member located within the State of Tennessee with experience and expertise in workforce development to oversee the Contractor’s workforce development responsibilities.
- 2.11.7.9.2 The Contractor shall ensure that sufficient resources are available to collect, analyze and report contracted provider workforce data; develop, implement, and monitor an annual workforce development plan; lead workforce development activities; monitor, on an ongoing basis, the Contractor’s policies and procedures that include workforce management responsibilities, including policies and procedures for network management and support; work with TennCare, other MCOs and/or providers to collaboratively plan and implement statewide workforce development initiatives; lead the recruitment and employment of CHOICES and 1915(c) waiver members into the workforce when appropriate; provide direct assistance, support, investments and incentives to providers in order to develop the quality, competency, and sufficiency of

their workforce; and monitor provider workforce development activities. Provider technical assistance may include but is not limited to the following:

- 2.11.7.9.2.1 Provider workforce development data collection and analysis;
- 2.11.7.9.2.2 Provider workforce development planning;
- 2.11.7.9.2.3 Talent identification and acquisition (recruitment);
- 2.11.7.9.2.4 Competency based training and development programs, systems and incentives;
- 2.11.7.9.2.5 Workforce retention and promotion strategies; and
- 2.11.7.9.2.6 Workplace culture and business model development.

2.11.7.9.3 *Workforce Development Plan and Implementation Progress Report*

The Contractor shall produce a Workforce Development (WFD) Plan in collaboration with providers, members, and their families, as well as other stakeholders, including but not limited to other Contractors, and industry, education and community groups. The WFD Plan shall describe the Contractor's goals, objectives, tasks, and timelines to develop the Contractor's provider workforce. The Contractor's WFD Plan shall be implemented within thirty (30) days following approval by TennCare and shall be updated at least annually thereafter.. The Contractor's WFD Plan shall include the following:

- 2.11.7.9.3.1 Analysis of currently available workforce data, including workforce capacity (size, job types, etc.) and competency (skills and workplace support);
- 2.11.7.9.3.2 Forecast of anticipated workforce capacity (size, job types, etc.) and competency (skills and workplace support) needs, taking into account program and population growth;
- 2.11.7.9.3.3 Short and long-term strategic workforce development (WFD) capacity and competency objectives (e.g., addressing network adequacy, quality, direct support and health professional shortage areas, and integrated care). These objectives shall include a focus on helping enrollees and potential employers address and work through the employment barriers created by bias and discrimination based on class, race, color, national origin, age, disability, creed, religion, sex, and other protected statuses;
- 2.11.7.9.3.4 Standardized baseline workforce metrics in order to track improvement over time;
- 2.11.7.9.3.5 Description of the actions to be taken to achieve WFD goals, including specific initiatives and timelines;
- 2.11.7.9.3.6 Description of how the implementation of the plan and its impact on WFD will be monitored and measured; and

- 2.11.7.9.3.7 Description of how stakeholders, members, families and the general public have been involved in the development and will be involved in the implementation of the WFD Plan.
- 2.11.7.9.3.8 The Contractor shall routinely monitor and evaluate the implementation and progress of all initiatives and activities specified in its WFD Plan and shall formally assess and submit a semi-annual written WFD Implementation Progress Report of overall progress as specified in Contract. The semi-annual Progress Report for January through June shall be submitted no later than July 31. The annual update for January through December shall be submitted no later than January 31 of the following year and shall include July through December Progress Report data. The WFD Implementation Progress Report shall include (at a minimum):
- 2.11.7.9.3.8.1 A summary of actions taken and progress being made toward the achievement of Statewide WFD goals as well as Contractor specific provider network identified WFD goals, including the current status of each initiative and each short and long-term strategic WFD capacity and competency objective;
- 2.11.7.9.3.8.2 At least annual updates to standardized baseline workforce metrics;
- 2.11.7.9.3.8.3 A summary of direct assistance, support, investments, and incentives to providers during the reporting period in order to develop the quality, competency, and sufficiency of their workforce;
- 2.11.7.9.3.8.4 A summary of monitoring processes and activities by the Contractor to evaluate the implementation and progress of all initiatives and activities specified in its WFD Plan; and
- 2.11.7.9.3.8.5 A description of how stakeholders, members, families, and the general public have been involved in in the implementation of the WFD Plan during the reporting period.
- 2.11.7.9.3.9 The Contractor shall update its WFD Plan at least annually based on progress, key learnings, and new insights regarding contracted provider WFD needs. The Contractor shall involve stakeholders, members, and families in this process.
- 2.11.7.9.3.10 The Contractor may partner with other MCOs in developing one consolidated WFD Plan or alternatively may partner with other MCOs on specific WFD objectives or initiatives; however, the Contractor shall be responsible for compliance with all of the WFD requirements specified in this Contract.
- 2.11.7.10 The Contractor, in collaboration with TennCare, shall develop a strategy to strengthen networks with housing providers and develop access to affordable housing. The Contractor shall actively participate with TennCare, other TennCare managed care contractors, and other stakeholders to develop and implement strategies for the identification of resources to assist in transitioning CHOICES and 1915(c) waiver members to affordable housing. To demonstrate this strategy, the Contractor shall report annually to TennCare on the status of

any affordable housing development and networking strategies it elects to implement (See Section 2.30.6.7).

- 2.11.7.11 The Contractor shall assist in developing an adequate qualified workforce for covered long-term care services. The Contractor shall actively participate with TennCare, other TennCare managed care contractors, and other stakeholders as part of a statewide initiative to develop and implement strategies to increase the pool of available qualified direct care staff and to improve retention of qualified direct care staff. The strategies may include, for example, establishing partnerships with local colleges and technical training schools to develop and implement training and/or certification programs for direct support staff; creating a registry of trained and/or certified staff with the ability to match people who need assistance with staff to provide such assistance based on individualized needs and preferences; providing incentives for providers who employ specially trained and/or certified staff and who assign staff based on member needs and preferences; and systems to encourage direct support staff to engage as an active participant in the care coordination team. The Contractor's active participation in this statewide initiative shall fulfill its obligation under this section; however the Contractor is not prohibited for pursuing additional workforce development activities. The Contractor shall report annually to TennCare on the status of any additional qualified workforce development strategies it elects to implement (see Section 2.30.8.7).
- 2.11.7.12 TennCare will evaluate the need for further action when the above standards are not met. At its sole discretion TennCare may elect one of three options: (1) TennCare may request a Corrective Action Plan (CAP), (2) a Request for Information (RFI), (3) or an On Request Report (ORR) depending on the severity of the deficiency.
- 2.11.7.12.1 The requested CAP, RFI or ORR response shall detail the Contractor's network adequacy considering any alternate measures, documentation of unique market conditions and/or its plan for correction. If TennCare determines the Contractor's response demonstrates the existence of alternate measures or unique market conditions, TennCare may elect to request periodic updates from the Contractor regarding efforts to address such conditions.
- 2.11.8 Special Conditions for Persons with Intellectual or Developmental Disabilities (I/DD)
  - 2.11.8.1 Members in TennCare Select, who have an intellectual or developmental disability but are not enrolled in SelectCommunity, shall have access to the provider networks in the Integrated Health Services Delivery Model (See Section A.4).
  - 2.11.8.2 The Contractor's provider network must have adequate capacity to deliver covered physical and Behavioral Health Services that meet the needs of persons with I/DD. Indicators of an adequate network include, but are not limited to:
    - 2.11.8.2.1 The Contractor meets guidelines established in this Contract for a provider network;
    - 2.11.8.2.2 The Contractor has sufficient types and numbers of providers to be able to consistently deliver services in a timely manner; and

- 2.11.8.2.3 The Contractor has within its network specialized health providers with sufficient expertise to deliver covered physical and behavioral health needed by persons with I/DD.
- 2.11.8.3 The Contractor shall identify and/or recruit and contract with physical and behavioral health care providers, in particular PCPs, who have the qualifications, capabilities and resources to work with persons with I/DD.
- 2.11.8.4 The Contractor shall develop policies and procedures for assigning members with I/DD to PCPs, and other medical and behavioral health specialists, with I/DD expertise.
- 2.11.8.5 The Contractor shall, in collaboration with TennCare and the Department of Intellectual and Developmental Disabilities, implement, distribute and train, and monitor PCPs and specialists regarding the use of best practice guidelines for acute and chronic conditions common to persons with I/DD.
- 2.11.8.6 The Contractor shall, in collaboration with TennCare and the Department of Intellectual and Developmental Disabilities, provide training opportunities for PCPs and other providers regarding the unique needs of persons with I/DD, how to improve the quality-of-service delivery, and effective collaboration with persons with I/DD, their family members and conservators.
- 2.11.9 Safety Net Providers
- 2.11.9.1 Federally Qualified Health Centers (FQHCs)
- 2.11.9.1.1 The Contractor is encouraged to contract with FQHCs and other safety net providers (e.g., rural health clinics) in the Contractor's service area to the extent possible and practical. However, the Contractor must contract with at least one (1) FQHC and RHC in each of the service areas authorized by this Contract. Where FQHCs are not utilized, the Contractor shall demonstrate to DHHS, the Tennessee DHS and TennCare that both adequate capacity and an appropriate range of services for vulnerable populations exist to serve the expected enrollment in the Contractor's entire service area without contracting with FQHCs.
- 2.11.9.1.2 FQHC reporting information shall be submitted to TennCare as described in Section 2.30.8.8 of this Contract.
- 2.11.9.2 Community Mental Health Agencies (CMHAs)
- The Contractor is encouraged to contract with CMHAs and other behavioral health safety net providers in the Contractor's service area to the extent possible and practical. Where CMHAs are not utilized, the Contractor shall demonstrate that both adequate capacity and an appropriate range of services for all populations, but in particular priority enrollees, exist to serve the expected enrollment in the Contractor's service area without contracting with CMHAs.



### 2.11.9.3 Local Health Departments

2.11.9.3.1 The Contractor may contract with each local health department in each Grand Region(s) served by the Contractor for the provision of TennCare Kids screening services. Payment to local health departments shall be in accordance with Section 2.13.7.

### 2.11.10 Credentialing and Other Certification

#### 2.11.10.1 Credentialing of Contract Providers

2.11.10.1.1 Except as provided in Sections 2.11.10.3 and 2.11.10.4 below, the Contractor shall utilize the current NCQA Standards and Guidelines for the Accreditation of MCOs for the credentialing and recredentialing of licensed independent providers and provider groups with whom it contracts or employs and who fall within its scope of authority and action.

2.11.10.1.2 The Contractor shall completely process credentialing applications from all types of providers (physical health, behavioral health and long-term care providers) within thirty (30) calendar days of receipt of a completed credentialing application, including all necessary documentation and attachments, and a signed provider agreement. Completely process shall mean that the Contractor shall review, approve and load approved applicants to its provider files in its claims processing system or deny the application and assure that the provider is not used by the Contractor.

2.11.10.1.3 To the extent the Contractor has delegated credentialing agreements in place with any approved delegated credentialing agency, the Contractor shall ensure all providers submitted to the Contractor from the delegated credentialing agent is loaded to its provider files and into its claims processing system within thirty (30) calendar days of receipt.

2.11.10.1.4 The Contractor shall notify TennCare OPI when the Contractor denies a provider credentialing application for program integrity-related reasons or otherwise limits the ability of providers to participate in the program for program integrity reasons.

The Contractor agrees to participate in State led efforts to collect provider data required for credentialing to minimize provider abrasion and duplication of efforts.

2.11.10.1.5 At a time to be determined by TennCare, TennCare will implement centralized data collection processes for credentialing and re-credentialing of providers. Providers must enroll with TennCare and provide supporting documentation through the electronic application process. The Contractor shall maintain its Credentialing Committee for determination of eligibility to participate in the Contractor's network. The Contractor shall participate in collaborative sessions with TennCare and other Managed Care Contractors for the purpose of centralizing efforts for data collection required for TennCare.

#### 2.11.10.2 Credentialing of Non-Contract Providers

2.11.10.2.1 The Contractor shall utilize the current NCQA Standards and Guidelines for the Accreditation of MCOs for the credentialing and recredentialing of licensed independent providers with whom it does not contract but with whom it has an independent relationship. An independent relationship exists when the Contractor selects and directs its members to see a specific provider or group of providers.

2.11.10.2.2 The Contractor shall completely process credentialing applications within thirty (30) calendar days of receipt of a completed credentialing application, including all necessary documentation and attachments, and a signed contract/agreement if applicable. Completely process shall mean that the Contractor shall review, approve and load approved applicants to its provider files in its claims processing system or deny the application and assure that the provider is not used by the Contractor.

2.11.10.2.3 The Contractor shall notify TennCare OPI when the Contractor denies a provider credentialing application for program integrity-related reasons or otherwise limits the ability of providers to participate in the program for program integrity reasons.

#### 2.11.10.3 Credentialing of Behavioral Health Entities

2.11.10.3.1 The Contractor shall ensure each behavioral health provider's service delivery site meets all applicable requirements of law and has the necessary and current license/certification/accreditation/designation approval per state requirements.

2.11.10.3.2 When individuals providing behavioral health treatment services are not required to be licensed or certified, it is the responsibility of the Contractor to ensure, based on applicable state licensure rules and/or programs standards, that they are appropriately educated, trained, qualified, and competent to perform their job responsibilities.

#### 2.11.10.4 Credentialing of Long-Term Care Providers

2.11.10.4.1 The Contractor shall work with TennCare, DIDD (for I/DD MLTSS Programs), and contracted providers to develop and implement a consolidated process for credentialing and recredentialing long-term services and supports providers, including CHOICES and I/DD MLTSS Programs, that seek to minimize MCO and provider burden resulting from duplicative review processes when a provider is contracted with more than one MCO. The consolidated process shall, as applicable, meet the minimum NCQA requirements as specified in the NCQA Standards and Guidelines for the Accreditation of MCOs and ensure that all long-term services and supports providers, including those credentialed/recruited in accordance with NCQA Standards and Guidelines for the Accreditation of MCOs, meet applicable State requirements, as specified by TennCare in State Rule, this Contract, or in policies or protocols.

- 2.11.10.4.1.1 Except as prescribe by TennCare, the Contractor shall develop policies that specify by HCBS provider type the credentialing process, the recredentialing process including frequency, and ongoing provider monitoring activities.
- 2.11.10.4.1.1.1 Ongoing CHOICES and 1915(c) waiver HCBS providers must be recredentialed at least annually;
- 2.11.10.4.1.1.2 All other CHOICES and 1915(c) waiver HCBS providers (e.g., pest control and assistive technology), must be recredentialed, at a minimum, every three (3) years.
- 2.11.10.4.1.2 Except as prescribed by TennCare, at a minimum, credentialing of LTSS providers shall include the collection of required documents, including disclosure statements, and verification that the provider:
  - 2.11.10.4.1.2.1 Has a valid license or certification for the services it will contract to provide as required pursuant to State law or rule, or TennCare policies or protocols;
  - 2.11.10.4.1.2.2 Is not excluded from participation in the Medicare or Medicaid programs;
  - 2.11.10.4.1.2.3 Has a National Provider Identifier (NPI) Number, where applicable, and has obtained a Medicaid provider number from TennCare.
  - 2.11.10.4.1.2.4 Has policies and processes in place to conduct, in accordance with Federal and State law and rule and TennCare policy, criminal background checks, which shall include a check of the Tennessee Abuse Registry, Tennessee Felony Offender Registry, National and Tennessee Sexual Offender Registry, and List of Excluded Individuals/Entities (LEIE), on all prospective employees who will deliver CHOICES HCBS and to document these in the worker’s employment record;
    - 2.11.10.4.1.2.4.1 Has a policy and process in place to address exception requests for workers who fail a criminal background check (see Section 2.9.9.6);
  - 2.11.10.4.1.2.5 Has a process in place to provide and document initial and ongoing education to its employees who will provide services to CHOICES members that includes, at a minimum:
    - 2.11.10.4.1.2.5.1 Delivering person-centered supports for older adults and adults with physical disabilities;
    - 2.11.10.4.1.2.5.2 Abuse and neglect prevention, identification and reporting;
    - 2.11.10.4.1.2.5.3 Reportable Event reporting;
    - 2.11.10.4.1.2.5.4 Documentation of service delivery;
    - 2.11.10.4.1.2.5.5 Use of the EVV System; and

- 2.11.10.4.1.2.5.6 Any other training requirements specified by TennCare in State Rule, this Contract, or in policies or protocols.
- 2.11.10.4.1.2.6 Has policies and processes in place to ensure:
  - 2.11.10.4.1.2.6.1 Compliance with the Contractor’s reportable events reporting and management process; and
  - 2.11.10.4.1.2.6.2 Appropriate use of the EVV system.
- 2.11.10.4.1.2.7 Is compliant with the HCBS Settings Rule detailed in 42 C.F.R.§441.301(c)(4)-(5).
- 2.11.10.4.1.3 At a minimum, recredentialing of HCBS providers shall include verification of continued licensure and/or certification (as applicable); compliance with policies and procedures identified during credentialing, including background checks and training requirements, reportable events reporting and management, and use of the EVV; and compliance with the HCBS Settings Rule detailed in 42 C.F.R. § 441.301(c)(4)-(5).
- 2.11.10.4.1.4 Except as prescribed by TennCare, for both credentialing and recredentialing processes, the Contractor shall conduct a site visit, unless the provider is located out of state, in which case the Contractor may waive the site visit and document the reason in the provider file.
- 2.11.10.4.1.5 At a minimum, the Contractor shall reverify monthly that each HCBS provider has not been excluded from participation in the Medicare or Medicaid, and/or SCHIP programs.
- 2.11.10.4.1.6 Except as prescribed by TennCare, the Contractor shall be responsible for tracking and obtaining copies of current licensure and/or certification (as applicable) for all of the Contractor’s CHOICES HCBS providers. The Contractor shall be required to present this current licensure and/or certification to TennCare upon request. Except as prescribed by TennCare, the Contractor shall further require all of the Contractor’s CHOICES HCBS providers to submit copies of current licensure and/or certification (as applicable) to the Contractor.
- 2.11.10.4.1.7 The Contractor shall deem as credentialed for the delivery of ICF/IID services or 1915(c) waiver services, as applicable, all qualified ICF/IID providers contracted with TennCare and all qualified 1915(c) waiver providers contracted with TennCare and DIDD.
- 2.11.10.4.1.8 The Contractor shall abide by the “deemed” status, and shall not establish additional requirements or credentialing processes or standards for participation in the Contractor’s network.
- 2.11.10.4.1.9 As directed by TennCare (which may vary by service type), the Contractor shall deem as credentialed (or re-credentialed) any ICF/IID provider or 1915(c) waiver provider determined by DIDD to meet qualifications for the delivery of specified services. This

shall include Support Coordination services for individuals enrolled in the Statewide or CAC Waivers. The Contractor shall coordinate with TennCare, DIDD, providers and other stakeholders to define and refine credentialing and recredentialing standards for I/DD MLTSS Programs providers, on an ongoing basis, and shall support contracted providers in building capacity to deliver high quality services, including the achievement of individual and system outcomes. The Contractor shall also track and report such outcomes data as required by TennCare to demonstrate the competency of providers to meet quality outcome expectations for credentialing and recredentialing purposes.

2.11.10.4.1.10 The Contractor shall be notified when credentialing and recredentialing of ECF CHOICES providers will be aligned with these processes and shall modify its credentialing processes accordingly.

2.11.10.4.2 Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the requirements in Section 2.11.10.4 will apply only to nursing facility, ICF/IID, and 1915(c) waiver providers. If and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall, as directed by TennCare, implement all of the requirements in Section 2.11.10.4.

#### 2.11.10.5 CHOICES and 1915(c) Waiver HCBS Quality Monitoring

2.11.10.5.1 The Contractor shall cooperate with DIDD in its quality monitoring of CHOICES and 1915(c) waiver HCBS. DIDD Quality Monitoring shall include all 1915(c) waiver services as determined by TennCare and established in TennCare protocol and interagency agreement.

2.11.10.5.2 Upon the first initiation of services by a CHOICES CLS or CLS-FM provider to one or more CHOICES members (i.e., the first time the provider begins delivering services in the program), the Contractor shall notify DIDD of service initiation within ten (10) business days of the initiation of services for purposes of scheduling consultative quality monitoring surveys, as applicable, with DIDD. The data transfer process shall be developed with and approved by TennCare and DIDD. Upon completion of the consultative surveys, the providers shall be placed on the annual survey schedule.

2.11.10.5.3 The Contractor shall attend the exit survey, where in DIDD explains the results of the survey with the provider. The Contractor shall be responsible for appropriate actions based on final survey results for consultative and annual surveys conducted by DIDD and follow-up visits conducted by DIDD, which may include as appropriate and specified by TennCare in quality monitoring protocols: onsite monitoring pending resolution of Reportable Events requiring immediate attention, Corrective Action Plan a moratorium on new referrals.

2.11.10.6 Compliance with the Clinical Laboratory Improvement Amendments (CLIA) of 1988

The Contractor shall require that all laboratory testing sites providing services under this Contract have either a current CLIA certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only the types of tests permitted under the terms of their waiver. Laboratories with certificate of registration may perform a full range of laboratory tests. The Contractor shall comply with the provisions of CLIA 1988.

2.11.10.7 Weight Watchers Centers or Other Weight Management Program

The Contractor is not required to credential Weight Watchers centers(s) or another weight management program used as a cost-effective alternative service pursuant to Section 2.6.5 of this Contract.

2.11.11 Network Notice Requirements

2.11.11.1 Member Notification

The Contractor must ensure that all enrollee notices are written and issued in adherence with applicable state and federal regulation. To this end, TennCare and the Contractor agree to collaborate in designing TennCare approved notice templates. Enrollee notices must comply with the notice content, timing, format, readability and language requirements set forth in 42 C.F.R. §438.10 and §438.404.

2.11.11.1.1 *Change in PCP*

The Contractor shall immediately provide written notice to a member when the Contractor changes the member's PCP. The notice shall be issued in advance of the PCP change when possible or as soon as the Contractor becomes aware of the circumstances necessitating a PCP change.

2.11.11.1.2 *PCP Termination*

If a PCP ceases participation in the Contractor's MCO, the Contractor shall provide written notice as soon as possible, but no less than thirty (30) calendar days prior to the effective date of the termination and no more than fifteen (15) calendar days after receipt or issuance of the termination notice, to each member who has chosen or been assigned to that provider as their PCP. The requirement to provide notice thirty (30) calendar days prior to the effective date of termination shall be waived in instances where a provider becomes physically unable to care for members due to illness, a provider dies, the provider fails to provide thirty (30) calendar days advance notice to the Contractor, the provider moves from the service area and fails to notify the Contractor or a provider fails credentialing, and instead shall be made immediately upon the Contractor becoming aware of the circumstances.

2.11.11.1.3 *Physical Health or Behavioral Health Providers Providing Ongoing Treatment Termination*

If a member is in a prior authorized ongoing course of treatment with any other contract provider who becomes unavailable to continue to provide services to such member and the Contractor is aware of such ongoing course of treatment, the Contractor shall provide written notice to each member as soon as possible but no less than thirty (30) calendar days prior to the effective date of the termination and no more than fifteen (15) calendar days after receipt or issuance of the termination notice. The requirement to provide notice thirty (30) calendar days prior to the effective date of termination shall be waived in instances where a provider becomes physically unable to care for members due to illness, a provider dies, the provider fails to provide thirty (30) calendar days advance notice to the Contractor, the provider moves from the service area and fails to notify the Contractor or a provider fails credentialing, and instead shall be made immediately upon the Contractor becoming aware of the circumstances.

2.11.11.1.4 *Non-PCP Provider Termination*

If a non-PCP provider, including but not limited to a specialist or hospital, ceases participation in the Contractor's MCO, the Contractor shall provide written notice to members who have been seen and/or treated by the non-PCP provider within the last six (6) months. Notice shall be issued no less than thirty (30) days prior to the effective date of the termination of the non-PCP provider when possible or immediately upon the Contractor becoming aware of the termination.

2.11.11.1.5 *Long-Term Care Provider Termination*

If a long-term care provider ceases participation in the Contractor's MCO, the Contractor shall provide written notice as soon as possible, but no less than thirty (30) calendar days prior to the effective date of the termination and no more than fifteen (15) calendar days after receipt or issuance of the termination notice, to each member who is authorized to receive long-term care services from that provider. Notices regarding termination by a nursing facility shall comply with state and federal requirements. The requirement in this Section 2.11.11.1.5 to provide notice thirty (30) calendar days prior to the effective date of termination shall be waived in instances where a provider becomes physically unable to care for members due to illness, a provider dies, the provider fails to provide thirty (30) calendar days advance notice to the Contractor, the provider moves from the service area and fails to notify the Contractor, a provider fails credentialing, or due to significant quality concerns that could place members served by the provider at significant risk of harm, and instead shall be made immediately upon the Contractor becoming aware of the circumstances. See Section 2.9.6 of this Contract regarding requirements for transitioning from a terminating provider to a new provider.

2.11.11.1.6 *Network Deficiency*

Upon notification from TennCare that a Corrective Action Plan designed to remedy a network deficiency has not been accepted, the Contractor shall immediately provide written notice to members living in the affected area of a provider shortage in the Contractor's network.

2.11.11.2 *TennCare Notification*

2.11.11.2.1 *Subcontractor Termination*

When a subcontract that relates to the provision of services to members or claims processing is being terminated between the Contractor and a subcontractor, the Contractor shall give at least thirty (30) calendar days prior written notice of the termination to TennCare and TDCI. Said notices shall include, at a minimum: a Contractor's intent to change to a new subcontractor for the provision of said services; an effective date for termination and/or change; and any other pertinent information that may be needed to access services. In addition to prior written notice, the Contractor shall also provide a transition plan to TennCare within fifteen (15) calendar days, which shall include, at a minimum, information regarding how prior authorization requests will be handled during and after the transition and how continuity of care will be maintained for the members.

2.11.11.2.2 *Hospital Termination*

Termination of the Contractor's provider agreement with any hospital, whether or not the termination is initiated by the hospital or by the Contractor, shall be reported by the Contractor in writing to TennCare, to include NPI and Tax Identification number, no less than thirty (30) calendar days prior to the effective date of the termination.

2.11.11.2.3 *Other Provider Terminations*

2.11.11.2.3.1 The Contractor shall notify TennCare of any provider termination and shall submit an Excel spreadsheet that includes the provider's name, TennCare provider identification number, NPI number, and the number of members affected within five (5) business days of the provider's termination. If the termination was initiated by the provider, the notice to TennCare shall include a copy of the provider's notification to the Contractor. The Contractor shall maintain documentation of all information, including a copy of the actual member notice(s), on-site. Upon request, the Contractor shall provide TennCare a copy of the following: one or more of the actual member notices mailed, an electronic listing in Excel identifying each member to whom a notice was sent, a transition plan for the members affected, and documentation from the Contractor's mail room or outside vendor indicating the quantity and date member notices were mailed as proof of compliance with the member notification requirements.



- 2.11.11.2.3.2 If termination of the Contractor's provider agreement with any PCP or physician group or clinic or long-term care provider, whether or not the termination is initiated by the provider or by the Contractor, places the Contractor out of compliance with Section A.2.11 and/or Attachments III, IV and V, such termination shall be reported by the Contractor in writing to TennCare, in the standard format provided by TennCare to demonstrate compliance with provider network and access requirements, within five (5) business days of the date that the agreement has been terminated.

## **A.2.12 PROVIDER AGREEMENTS**

- 2.12.1 Provider agreements, as defined in Section A.1 of this Contract, shall be administered in accordance with this Contract and shall contain or incorporate by reference to the provider manual all of the items listed in this Section A.2.12. Any requirements revised or added to Section A.2.12 may, for non-long-term care providers, be incorporated by reference to the provider manual and included, as appropriate, in the next amendment to provider agreements.
- 2.12.2 All template provider agreements and revisions thereto must be approved in writing in advance by TDCI in accordance with statutes regarding the approval of a Certificate of Authority (COA) and any material modifications thereof.
- 2.12.3 The Contractor shall revise provider agreements as directed by TennCare.
- 2.12.4 No provider agreement terminates or reduces the legal responsibility of the Contractor to TennCare to ensure that all activities under this Contract are carried out. It shall be the responsibility of the Contractor to provide all necessary training and information to providers to ensure satisfaction of all Contractor responsibilities as specified in this Contract.
- 2.12.5 The Contractor shall not execute provider agreements with providers who have not registered with TennCare and obtained a provider Medicaid identification number or who have been excluded from participation in the Medicare, Medicaid, and/or SCHIP programs pursuant to Sections 1128 or 1156 of the Social Security Act or who are otherwise not in good standing with the TennCare program.
- 2.12.6 The Contractor shall not include covenant-not-to-compete requirements in its provider agreements. The Contractor shall not execute provider agreements that require that a provider not provide services for any other TennCare MCO.
- 2.12.7 The Contractor shall not execute provider agreements that contain compensation terms that discourage providers from serving any specific eligibility category or population covered by this Contract.
- 2.12.8 No other terms or conditions agreed to by the Contractor and the provider shall negate or supersede the requirements listed in Section 2.12.9 below.
- 2.12.9 All provider agreements executed by the Contractor, and all provider agreements executed by subcontracting entities or organizations, shall, except as otherwise provided in Section 2.12.13, at a minimum, meet the following requirements:

- 2.12.9.1 Be in writing. All new provider agreements and existing provider agreements as they are renewed, shall include a signature page which contains Contractor and provider names which are typed or legibly written, provider company with titles, and dated signatures of all appropriate parties. Signed agreements may include a wet or handwritten signature or valid binding electronic signature as required by the Contractor. Agreements kept on file in an electronic format must be immediately accessible in a printable version upon request by TennCare or any authorized party as described in Section 2.12.9;
- 2.12.9.2 Specify the effective dates of the provider agreement;
- 2.12.9.3 Specify that the provider agreement and its attachments contain all the terms and conditions agreed upon by the parties;
- 2.12.9.4 Require the provider to obtain written approval from the MCO for a subcontract that is for the purposes of providing TennCare covered services pursuant to the provider agreement with the MCO. The word “subcontract” here has its usual legal meaning not the definition used in the Contract. Failure by the provider to obtain by the MCO written approval may lead to the contract being declared null and void by the MCO. Claims submitted by the subcontractor or by the provider for services furnished by the unapproved subcontractor are considered to be improper payments and may be considered false claims. Any such improper payments may be subject to action under Federal and State false claims statutes or be subject to be recouped by the MCO and/or TennCare as overpayment;
- 2.12.9.5 Identify the population covered by the provider agreement;
- 2.12.9.6 Specify that the provider may not refuse to provide covered medically necessary or covered preventive services to a child under the age of twenty-one (21) or a TennCare Medicaid patient under this Contract for non-medical reasons. However, the provider shall not be required to accept or continue treatment of a patient with whom the provider feels he/she cannot establish and/or maintain a professional relationship;
- 2.12.9.7 Specify the functions and/or services to be provided by the provider and assure that the functions and/or services to be provided are within the scope of their professional/technical practice;
- 2.12.9.8 Specify the amount, duration and scope of services to be provided by the provider and inform the provider of TennCare non-covered services as described in Section A.2.10 of this Contract and the TennCare rules and regulations;
- 2.12.9.9 Provide that Emergency Services be rendered without the requirement of prior authorization of any kind;
- 2.12.9.10 Require compliance with applicable access requirements, including but not limited to appointment and wait times as referenced in Section A.2.11 of the Contractor’s Agreement with TennCare;

- 2.12.9.11 Specify that unreasonable delay in providing care to a pregnant member seeking prenatal care shall be considered a material breach of the provider's agreement with the Contractor and include the definition of unreasonable delay as described in Section 2.7.6.2.3 of this Contract;
- 2.12.9.12 If the provider performs laboratory services, require the provider to meet all applicable requirements of the Clinical Laboratory Improvement Amendments (CLIA) of 1988;
- 2.12.9.13 Require the provider to have and maintain documentation necessary to demonstrate that covered services were provided in compliance with state and federal requirements;
- 2.12.9.14 Require that an adequate record system be maintained and that all records be maintained for ten (10) years from the termination of the provider agreement or retained until all evaluations, audits, reviews or investigations or prosecutions are completed for recording enrollee services, servicing providers, charges, dates and all other commonly accepted information elements for services rendered to enrollees pursuant to the provider agreement (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under the provider agreement and administrative, civil or criminal investigations and prosecutions);
- 2.12.9.15 Include a statement that as a condition of participation in TennCare, enrollees and providers shall give TennCare, its authorized representative, DIDD the Office of the Comptroller of the Treasury, and any health oversight agency, such as OIG, TBI MFCD, DHHS Office of Inspector General (DHHS OIG), and DOJ, and any other authorized state or federal agency, access to their records. Said records shall be made available and furnished immediately upon request by the provider for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring as well as for administrative, civil and criminal investigations or prosecutions upon the request of an authorized representative of the Contractor, TennCare or authorized federal, state and Office of the Comptroller of the Treasury personnel, including, but not limited to, DIDD, the OIG, the TBI MFCD, the DHHS OIG and the DOJ. Said records are to be provided by the provider at no cost to the requesting agency;
- 2.12.9.16 Include medical records requirements found in Section 2.24.6 of this Contract;
- 2.12.9.17 Contain the language described in Section 2.25.6 of this Contract regarding Audit Requirements and Section 2.25.5 of this Contract regarding Availability of Records;
- 2.12.9.18 Provide that TennCare, DIDD, DHHS OIG, Office of the Comptroller of the Treasury, OIG, TBI MFCD, and DOJ, as well as any authorized state or federal agency or entity shall have the right to evaluate through inspection, evaluation, review or request, whether announced or unannounced, or other means any records pertinent to this Contract including, but not limited to medical records, billing records, financial records, and/or any records related to services rendered, quality, appropriateness and timeliness of services and/or any records relevant to an administrative, civil and/or criminal investigation and/or prosecution and such evaluation, inspection, review or request, and when performed or

requested, shall be performed with the immediate cooperation of the provider. Upon request, the provider shall assist in such reviews including the provision of complete copies of medical records at no cost to the requesting agency. Include a statement that HIPAA does not bar disclosure of protected health information (PHI) to health oversight agencies, including, but not limited to, DIDD, OIG, TBI MFCD, DHHS OIG and DOJ. Provide that any authorized state or federal agency or entity, including, but not limited to TennCare, DIDD, OIG, TBI MFCD, DHHS OIG, DOJ, Office of the Comptroller of the Treasury, may use these records and information for administrative, civil or criminal investigations and prosecutions;

- 2.12.9.19 Provide for monitoring, whether announced or unannounced, of services rendered to members;
- 2.12.9.20 Provide for the participation and cooperation in any internal and external QM/QI, monitoring, utilization review, peer review and/or appeal procedures established by the Contractor and/or TennCare;
- 2.12.9.21 Specify Contractor's responsibilities under this Contract and its agreement with the provider, including but not limited to, provision of a copy of the member handbook and provider manual whether via web site or otherwise and requirement that the Contractor notice a provider of denied authorizations;
- 2.12.9.22 Specify that the Contractor shall monitor the quality of services delivered under the provider agreement and initiate corrective action where necessary to improve quality of care, in accordance with that level of medical, behavioral health, or long-term care which is recognized as acceptable professional practice in the respective community in which the provider practices and/or the standards established by TennCare;
- 2.12.9.23 Require that the provider comply with Corrective Action Plans initiated by the Contractor;
- 2.12.9.24 Provide for the timely submission of all reports and clinical information required by the Contractor;
- 2.12.9.25 Provide the name and address of the official payee to whom payment shall be made;
- 2.12.9.26 Make full disclosure of the method and amount of compensation or other consideration to be received from the Contractor. However, the agreement shall not include rate methodology that provides for an automatic increase in rates;
- 2.12.9.27 Specify that the Contractor shall only pay providers for services (1) provided in accordance with the requirements of this Contract, the Contractor's policies and procedures implementing this Contract, and state and federal law and (2) provided to TennCare enrollees who are enrolled with the Contractor; and specify that the provider is responsible for (1) ensuring that any applicable authorization requirements are met and (2) verifying that a person is eligible for TennCare on the date of service;

- 2.12.9.28 Provide for prompt submission of information needed to make payment. Specify that a provider shall have one hundred twenty (120) calendar days from the date of rendering a covered service to file a claim with the Contractor except in situations regarding (1) LEAs billing for IEP, IHP or IFSP services and (2) coordination of benefits or subrogation in which case the provider is pursuing payment from a third party or if an enrollee is enrolled in the MCO with a retroactive eligibility date. In situations involving LEAs, the LEA shall have three hundred and sixty-five (365) calendar days from the date of rendering a medically necessary covered IEP, IHP or IFSP service to file a claim with the Contractor. In situations of third-party benefits, the maximum time frames for filing a claim shall begin on the date that the third party documented resolution of the claim. In situations of enrollment in the Contractor's MCO with a retroactive eligibility date, the time frames for filing a claim shall begin on the date that the Contractor receives notification from TennCare of the enrollee's eligibility/enrollment;
- 2.12.9.29 Provide for payment to the provider upon receipt of a clean claim properly submitted by the provider within the required time frames as specified in T.C.A. 56-32-126 and Section 2.22.4 of this Contract;
- 2.12.9.30 Specify the provider shall accept payment or appropriate denial made by the Contractor (or, if applicable, payment by the Contractor that is supplementary to the enrollee's third-party payor) plus the amount of any applicable TennCare cost sharing responsibilities, as payment in full for covered services provided and shall not solicit or accept any surety or guarantee of payment from the enrollee in excess of the amount of applicable TennCare cost sharing responsibilities. Enrollee shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the enrollee being served;
- 2.12.9.31 Specify that in the event that TennCare deems the Contractor unable to timely process and reimburse claims and requires the Contractor to submit provider claims for reimbursement to an alternate claims processor to ensure timely reimbursement, the provider shall agree to accept reimbursement at the Contractor's contracted reimbursement rate or the rate established by TennCare, whichever is greater;
- 2.12.9.32 Specify the provider's responsibilities and prohibited activities regarding cost sharing as provided in Section 2.6.6 of this Contract;
- 2.12.9.33 Specify the provider's responsibilities regarding third party liability (TPL), including the provider's obligation to identify third-party liability coverage, including Medicare and long-term care insurance as applicable, and, except as otherwise provided in the Contractor's Agreement with TennCare, to seek such third-party liability payment before submitting claims to the Contractor.
- 2.12.9.34 For those agreements where the provider is compensated via a capitation arrangement, language which requires:
- 2.12.9.34.1 That if a provider becomes aware for any reason that he or she is not entitled to a capitation payment for a particular enrollee (a patient dies, for example), the provider

shall immediately notify both the Contractor and TennCare by certified mail, return receipt requested; and

- 2.12.9.34.2 The provider shall submit utilization or encounter data as specified by the Contractor so as to ensure the Contractor's ability to submit encounter data to TennCare that meets the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims;
- 2.12.9.35 Require the provider to comply with fraud, waste, and abuse requirements described in Section A.2.20 of this Contract;
- 2.12.9.36 Require that the provider comply with the Affordable Care Act and TennCare policies and procedures regarding recovery of overpayments, including written notification to the Contractor and TennCare Office of Program Integrity (OPI) of overpayments identified by the provider and, when applicable, returning the overpayment to the Contractor within sixty (60) days from the date the overpayment is identified. Overpayments that are not returned within sixty (60) days from the date the overpayment was identified may be a violation of state or federal law;
- 2.12.9.37 Require the provider to comply and submit to the Contractor disclosure of information in accordance with the requirements, including time frames, specified in 42 CFR Part 455, Subpart B and TennCare policies and procedures. The time frames for this requirement shall include, at a minimum, at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form, at least once every three (3) years, and at any time upon request. This requirement may be satisfied through TennCare's provider registration process;
- 2.12.9.38 Any reassignment of payment must be made in accordance with 42 CFR 447.10. All tax-reporting provider entities shall not be permitted to assign TennCare funds/payments to billing agents or alternative payees without executing a billing agent or alternative payee assignment agreement. The billing agents and alternative payees are subject to initial and monthly federal exclusion (LEIE) and debarment (SAM) screening by the assignee if the alternative payee assignment is on-going. Further, direct and indirect payments to out of country individuals and/or entities are prohibited;
- 2.12.9.39 Require providers to screen their employees and contractors initially and on an ongoing monthly basis to determine whether any of them has been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded or debarred. The provider shall be required to immediately report to the Contractor any exclusion information discovered. The provider shall be informed by the Contractor that civil monetary penalties may be imposed against providers who employ or enter into contracts with excluded individuals or entities to provide items or services to TennCare members;

- 2.12.9.40 The provider, subcontractor or any other entity agrees to abide by the Medicaid laws, regulations and program instructions that apply to the provider. The provider, subcontractor or any other entity understands that payment of a claim by TennCare or a TennCare Managed Care Contractor and/or Organization is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), and is conditioned on the provider's , subcontractor's or any other entity's compliance with all applicable conditions of participation in Medicaid. The provider, subcontractor or any other entity understands and agrees that each claim the provider, subcontractor or any other entity submits to TennCare or a TennCare Managed Care Contractor and/or Organization constitutes a certification that the provider, subcontractor or any other entity has complied with all applicable Medicaid laws, regulations and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), in connection with such claims and the services provided therein;
- 2.12.9.41 Require the provider to conduct background checks in accordance with state law and TennCare policy;
- 2.12.9.42 Require the provider to report suspected abuse, neglect, and exploitation of adults in accordance with T.C.A. 71-6-103 and to report suspected brutality, abuse, or neglect of children in accordance with T.C.A. 37-1-403 and T.C.A. 37-1-605;
- 2.12.9.43 Require that, for CHOICES and 1915(c) waiver members, the provider notify the Contractor, in accordance with the Contractor's processes, as expeditiously as warranted by the member's circumstances, of any known significant changes in the member's condition or care, hospitalizations, or recommendations for additional services (the Contractor shall in turn notify the member's care coordinator/ISC/DIDD case manager);
- 2.12.9.44 Require hospitals, including psychiatric hospitals, to cooperate with the Contractor in developing and implementing protocols as part of the Contractor's nursing facility and ICF/IID diversion plan (see Sections 2.9.7.7 and 2.9.7.9), which shall, include, at a minimum, the hospital's obligation to promptly notify the Contractor upon admission of an eligible member regardless of payor source for the hospitalization; how the hospital will identify members who may need home health, private duty nursing, nursing facility, or CHOICES or 1915(c) waiver HCBS upon discharge, and how the hospital will engage the Contractor in the discharge planning process to ensure that members receive the most appropriate and cost-effective medically necessary services upon discharge;
- 2.12.9.45 As a condition of reimbursement for global procedures codes for obstetric care, the provider shall submit utilization or encounter data as specified by the Contractor in a timely manner to support the individual services provided;
- 2.12.9.46 Except as otherwise specified in Sections 2.12.10 and 2.12.12, require the provider to secure all necessary liability and malpractice insurance coverage as is necessary to adequately protect the Contractor's members and the Contractor under the provider agreement. The provider shall maintain such insurance coverage at all times during the

provider agreement and upon execution of the provider agreement furnish the Contractor with written verification of the existence of such coverage;

- 2.12.9.47 Specify both the Contractor and the provider agree to recognize and abide by all state and federal laws, regulations and guidelines applicable to the Contractor and the provider. Provide that the agreement incorporates by reference all applicable federal law and state laws, TennCare rules and regulations, consent decrees or court orders, and revisions of such laws, regulations, consent decrees or court orders shall automatically be incorporated into the provider agreement, as they become effective;
- 2.12.9.48 Specify procedures and criteria for any alterations, variations, modifications, waivers, extension of the provider agreement termination date, or early termination of the agreement and specify the terms of such change. If provision does not require amendments be valid only when reduced to writing, duly signed and attached to the original of the provider agreement, then the terms shall include provisions allowing at least thirty (30) calendar days to give notice of rejection and requiring that receipt of notification of amendments be documented (e.g., certified mail, facsimile, hand-delivered receipt, etc.);
- 2.12.9.49 Include provisions that allow the Contractor to suspend, deny, refuse to renew or terminate any provider agreement in accordance with the terms of the Contractor's Agreement with TennCare (see Section E.4) and applicable law and regulation;
- 2.12.9.50 Specify that TennCare reserves the right to direct the Contractor to terminate or modify the provider agreement when TennCare determines it to be in the best interest of the State;
- 2.12.9.51 Specify that both parties recognize that in the event of termination of this Contract between the Contractor and TennCare for any of the reasons described in Section E.4 of this Contract, the provider shall immediately make available, to TennCare, or its designated representative, in a usable form, any or all records, whether medical or financial, related to the provider's activities undertaken pursuant to the Contractor/provider agreement. The provision of such records shall be at no expense to TennCare;
- 2.12.9.52 Specify that the TennCare Provider Independent Review of Disputed Claims process shall be available to providers to resolve claims denied in whole or in part by the Contractor as provided at T.C.A. 56-32-126(b);
- 2.12.9.53 Include a Conflict of Interest clause as stated in Section E.26 of this Contract, Gratuities clause as stated in Section E.29 of this Contract, and Lobbying clause as stated in Section E.30 of this Contract between the Contractor and TennCare;
- 2.12.9.54 Specify that at all times during the term of the agreement, the provider shall indemnify and hold TennCare harmless from all claims, losses, or suits relating to activities undertaken pursuant to the Contract between TennCare and the Contractor. This indemnification may be accomplished by incorporating Section D.19 of the TennCare/Contractor Agreement in its entirety in the provider agreement or by use of other language developed by the Contractor and approved in writing by TennCare;



- 2.12.9.55 Require safeguarding of information about enrollees according to applicable state and federal laws and regulations and as described in Sections A.2.27 and E.33 of this Contract;
- 2.12.9.56 Require the provider to comply with relevant parts of 42 CFR Part 438, Managed care, including but not limited to 438.3, compliance with the requirements mandating provider identification of provider-preventable conditions as a condition of payment. At a minimum, this shall mean non-payment of provider-preventable conditions as well as appropriate reporting as required by the Contractor and TennCare;
- 2.12.9.57 Specify provider actions to improve patient safety and quality;
- 2.12.9.58 Provide general and targeted education to providers regarding emergency appeals, including when an emergency appeal is appropriate, and procedures for providing written certification thereof, and specify that the provider shall comply with the appeal process, including but not limited to the following:
  - 2.12.9.58.1 Assist an enrollee by providing appeal forms and contact information including the appropriate address, telephone number and/or fax number for submitting appeals for state level review; and
  - 2.12.9.58.2 Require in advance, that providers seek prior authorization, when they feel they cannot order a drug on the TennCare PDL as well as taking the initiative to seek prior authorization or change or cancel the prescription when contacted by an enrollee or pharmacy regarding denial of a pharmacy service due to system edits (e.g., therapeutic duplication, etc.)
- 2.12.9.59 Require the provider to coordinate with the TennCare PBM regarding authorization and payment for pharmacy services;
- 2.12.9.60 Specify in applicable provider agreements that all providers who participate in the federal 340B program give TennCare MCOs the benefit of 340B pricing;
- 2.12.9.61 Specify any liquidated damages, sanctions or reductions in payment that the Contractor may assess on the provider for specific failures to comply with contractual and/or credentialing requirements. This shall include, but may not be limited to a provider's failure or refusal to respond to the Contractor's request for information, the request to provide medical records, credentialing information, etc.; at the Contractor's discretion or a directive by TennCare, the Contractor shall impose financial consequences against the provider as appropriate;
- 2.12.9.62 Include language which informs providers of the package of benefits that TennCare Kids offers and which requires providers to make treatment decisions based upon children's individual medical and behavioral health needs. TennCare Kids requirements are contained in Section 2.7.7 of this Contract. All provider agreements shall contain language that references the TennCare Kids requirements in this Contract between TennCare and the Contractor, and the provider agreement shall either physically incorporate these sections

of the Contract or include language to require that these sections be furnished to the provider upon request;

- 2.12.9.63 Include a provision which states that providers are not permitted to encourage or suggest, in any way, that TennCare children be placed into State custody in order to receive medical, behavioral, or long-term care services covered by TennCare;
- 2.12.9.64 Require that providers offer hours of operation that are no less than the hours of operation offered to commercial enrollees;
- 2.12.9.65 Specify that the provider agreements include the following nondiscrimination provisions:
  - 2.12.9.65.1 Language that no person on the grounds of handicap, and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws shall be excluded from participation in, except as specified in Section 2.3.5, or be denied benefits of, or be otherwise subjected to discrimination in the performance of provider's obligation under its agreement with the Contractor or in the employment practices of the provider. The provider shall upon request show proof of such nondiscrimination compliance and shall post notices of nondiscrimination in conspicuous places available to all employees, TennCare applicants, and enrollees.
  - 2.12.9.65.2 The provider may be interacting with individuals from diverse cultural backgrounds including, individuals with LEP, individuals with low literacy, individuals with disabilities, including individuals with vision, cognitive, hearing, and speech disabilities, therefore, the provider shall have policies and procedures for delivering services in a nondiscriminatory and cultural competent manner, providing free language and communication assistance services to individuals, providing individuals with reasonable accommodations, and discrimination complaint procedures. The provider's staff members carrying out the terms of the provider agreement shall receive annual training on the provider entity's: policies on how to deliver services in a nondiscriminatory and culturally competent manner, complaint procedures, process to obtain free language assistance services for LEP individuals, process for providing free effective communication services (auxiliary aids or services) to individuals with disabilities, and process for providing reasonable accommodations for individuals with disabilities. The provider entity's new hires carrying out the terms of the provider agreement shall receive this training within thirty (30) days of joining the entity's workforce.
  - 2.12.9.65.3 The provider shall provide any discrimination complaint received relating to TennCare's services and activities within in two (2) days of receipt to TennCare's Office of Civil Rights Compliance ("OCRC") at [HCFa.Fairment@tn.gov](mailto:HCFa.Fairment@tn.gov). The provider agrees to cooperate with OCRC and other federal and state authorities during discrimination complaint investigations and to assist individuals in obtaining information on how they can report a complaint or get assistance for a disability related need that involves TennCare's services or activities by contacting OCRC. To satisfy this obligation the provider may direct the individual to OCRC's webpage at:

<https://www.tn.gov/tenncare/members-applicants/civil-rights-compliance.html> or to call TennCare Connect at 855-259-0701 if they need assistance with filing a complaint.

- 2.12.9.65.4 Electronic and Information Technology Accessibility Requirements. To the extent that the provider is using electronic and information technology to fulfill its obligations under this Contract, the provider agrees to comply with the electronic and information technology accessibility requirements under the federal civil rights laws including Section 504 and Section 508 of the Rehabilitation Act of 1973 (“Section 508”), the Americans with Disabilities Act, and 45 C.F.R. pt. 92 (or any subsequent standard adopted by an oversight administrative body, including the Federal Accessibility Board). To comply with the accessibility requirements for Web content and non-Web electronic documents and software, the provider shall use the most current W3C’s Web Content Accessibility Guidelines (“WCAG”) level AA or higher with a goal to transition to WCAG 3 level silver (For the W3C’s guidelines see: <https://www.w3.org/WAI/standards-guidelines/> and Section 508 standards: <https://www.access-board.gov/ict/>).
- 2.12.9.65.5 For Provider Agreement that include Ethical and Religious Directives provisions, include the following requirements:
- 2.12.9.65.5.1 The Provider shall provide a list of the services it does not deliver due to the Ethical and Religious Directives to the Contractor. The Contractor shall furnish this list to TennCare, notating those services that are TennCare covered services. This list shall be used by the Contractor and TennCare to provide information to TennCare members about where and how the members can obtain the services that are not being delivered by the Provider due to Ethical and Religious Directives.
- 2.12.9.65.5.2 Should an issue arise at the time of service, the Provider shall inform TennCare members that the member’s MCO has additional information on providers and procedures that are covered by TennCare. The Provider is not required to make specific recommendations or referrals.
- 2.12.9.66 The provider shall not use TennCare’s name or trademark for any materials intended for dissemination to their patients unless said material has been submitted to TennCare by the Contractor for review and has been approved by TennCare in accordance with Section A.2.17 of this Contract. This prohibition shall not include references to whether or not the provider accepts TennCare; and
- 2.12.9.67 Require that if any requirement in the provider agreement is determined by TennCare to conflict with the Contract between TennCare and the Contractor, such requirement shall be null and void and all other provisions shall remain in full force and effect.
- 2.12.9.68 Require that all staff employed by contracted providers and delivering employment services to 1915(c) waiver members obtain certification and training pursuant to TennCare guidance and as required for compliance in these programs.

- 2.12.10 The provider agreement with a nursing facility shall meet the minimum requirements specified in Section 2.12.9 above and shall also include, at a minimum, the following requirements:
- 2.12.10.1 Require the nursing facility provider to promptly notify the Contractor, and/or State entity as directed by TennCare, of a member's admission or request for admission to the nursing facility regardless of payor source for the nursing facility stay, or when there is a change in a member's known circumstances and to notify the Contractor, and/or State entity as directed by TennCare, prior to a member's discharge;
  - 2.12.10.2 Require the nursing facility provider to provide written notice to TennCare and the Contractor in accordance with state and federal requirements before voluntarily terminating the agreement and to comply with all applicable state and federal requirements regarding voluntary termination;
  - 2.12.10.3 Require the nursing facility provider to notify the Contractor immediately if the nursing facility is considering discharging a member and to consult with the member's care coordinator to intervene in resolving issues if possible and, if not, to prepare and implement a discharge and/or transition plan as appropriate;
  - 2.12.10.4 Require the nursing facility to notify the member and/or the member's representative (if applicable) in writing prior to discharge in accordance with state and federal requirements;
  - 2.12.10.5 Specify the provider shall accept payment or appropriate denial made by the Contractor (or, if applicable, payment by the Contractor that is supplementary to the member's third-party payor) plus the amount of any applicable patient liability, as payment in full for services provided and shall not solicit or accept any surety or guarantee of payment from the member in excess of the amount of applicable patient liability responsibilities. Member shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the member being served;
  - 2.12.10.6 Specify the nursing facility provider's responsibilities regarding patient liability (see Sections 2.6.7 and 2.21.5 of this Contract), which shall include but not be limited to collecting the applicable patient liability amounts from CHOICES Group 1 members, notifying the member's care coordinator if there is an issue with collecting a member's patient liability, and making good faith efforts to collect payment;
  - 2.12.10.7 Specify the role of the nursing facility provider regarding timely certification and recertification (as applicable) of the member's level of care eligibility for nursing facility care, and require the nursing facility provider to cooperate fully with the Contractor in the completion and submission of the level of care assessment;
  - 2.12.10.8 Require the nursing facility to submit complete and accurate PAEs that satisfy all technical requirements specified by TennCare, and accurately reflect the member's current medical and functional status, including Safety Determination Requests. The nursing facility shall also submit all supporting documentation required in the PAE and *Safety Determination Request Form*, as applicable and required pursuant to TennCare Rules;

- 2.12.10.9 Require the nursing facility to notify the Contractor of any change in a member's medical or functional condition that could impact the member's level of care eligibility for the currently authorized level of nursing facility services;
- 2.12.10.10 Require the nursing facility provider to comply with state and federal laws and regulations applicable to nursing facilities as well as any applicable federal court orders, including but not limited to those that govern admission, transfer, and discharge policies;
- 2.12.10.11 Require the nursing facility to comply with federal Preadmission Screening and Resident Review (PASRR) requirements applicable to all nursing facility residents, regardless of payor source, including ensuring that a level I screening has been completed prior to admission, a level II evaluation has been completed prior to admission when indicated by the level I screening, and a review is completed based upon a significant physical or mental change in the resident's condition that might impact the member's need for or benefit from specialized services. The facility shall collaborate with the Contractor and with other providers as needed to help ensure that current information regarding the member's mental health or intellectual disabilities needs (as available) is reflected in the PASRR screening in order to support an appropriate PASRR determination;
- 2.12.10.12 Require the nursing facility to cooperate with the Contractor in developing and implementing protocols as part of the Contractor's nursing facility diversion and transition plans (see Section 2.9.7.7), which shall, include, at a minimum, the nursing facility's obligation to promptly notify the Contractor upon admission or request for admission of an eligible member regardless of payor source for the nursing facility stay; how the nursing facility will assist the Contractor in identifying residents who may want to transition from nursing facility services to home and community-based care; the nursing facility's obligation to promptly notify the Contractor regarding all such identified members; and how the nursing facility will work with the Contractor in assessing the member's transition potential and needs, and in developing and implementing a transition plan, as applicable;
- 2.12.10.13 Require the nursing facility provider to coordinate with the Contractor in complying with the requirements in 42 CFR 483.75 regarding written transfer agreements and shall use contract providers when transfer is medically appropriate, except as authorized by the Contractor or for Emergency Services;
- 2.12.10.14 Require the nursing facility provider to have on file a system designed and utilized to ensure the integrity of the member's personal financial resources. This system shall be designed in accordance with the regulations and guidelines set out by the Comptroller of the Treasury and the applicable federal regulations;
- 2.12.10.15 Require that nursing facilities specify whether the provider will be contracted to provide SNF services at an ERC rate for Ventilator Weaning, Chronic Ventilator Care, and/or Tracheal Suctioning in addition to standard NF and SNF services (each level of ERC reimbursement must be uniquely identified);

- 2.12.10.16 Prior to entering into an agreement with a NF for SNF services at an enhanced rate for ventilator weaning, chronic ventilator care, and/or tracheal suctioning, the Contractor shall verify that the NF has been licensed by the Tennessee Department of Health to provide such specialized ERC, is certified by CMS for program participation, and is compliant with threshold standards of care for the applicable type of ERC and requirements for ERC reimbursement established by TennCare;
- 2.12.10.17 Require the nursing facility provider to immediately notify the Contractor of any change in its license to operate as issued by the Tennessee Department of Health as well as any deficiencies cited during the federal certification process;
- 2.12.10.18 Provide that if the nursing facility provider is involuntarily decertified by the Tennessee Department of Health or the Centers for Medicare and Medicaid Services, the provider agreement will automatically be terminated in accordance with federal requirements; and
- 2.12.10.19 Include language requiring that the provider agreement shall be assignable from the Contractor to the State, or its designee, at the State's discretion upon written notice to the Contractor and the affected nursing facility provider. Further, the provider agreement shall include language by which the nursing facility provider agrees to be bound by any such assignment, and that the State, or its designee, shall not be responsible for past obligations of the Contractor.
- 2.12.10.20 When there is a change of ownership with any Nursing Facility, the new provider shall provide to TennCare documents sufficient to obtain a Medicaid ID based on appropriate documentation submitted by the new provider. The Contractor shall, subject to the provisions set forth in T.C.A. § 71-5-1412, enter into a provider agreement with the new provider prior to the effective date of the change of ownership. A new provider with a Medicaid ID and a provider agreement with the Contractor, which shall include, but not be limited to, the assumption of the previous owner's agreement, a new agreement with the Contractor, or a single case agreement, shall be reimbursed at one hundred percent (100%) from the effective date of the change of ownership. For purposes of nursing facility changes of ownership only, the Contractor may provisionally credential the new provider based on credentialing completed for the previous provider to enable execution of an agreement prior to the change of ownership. In cases where the Contractor utilizes provisional credentialing, the Contractor must subsequently conduct credentialing of the provider in accordance with Section 2.11.10 of this Contract once the change of ownership process has fully concluded (including any actions related to licensure and/or certification). A new provider with a change of ownership that has not acquired a Medicaid ID shall not be reimbursed, including retroactively, until such provider acquires a Medicaid ID.
- 2.12.10.21 Require that, in the event the contract is terminated because of a change of ownership, the Contractor shall remain obligated to pay for reimbursable services rendered prior to termination of the contract and that become due after the contract is terminated subject to timely filing requirements.

- 2.12.11 The provider agreement with an Intermediate Care Facility for Individuals with Intellectual Disabilities shall meet the minimum requirements specified in Section 2.12.9 above and shall also include, at a minimum, the following requirements:
- 2.12.11.1 Require the private ICF/IID provider to promptly notify the Contractor, and/or State entity as directed by TennCare, of a member's request for admission to the ICF/IID, or when there is a change in a member's known circumstances and to notify the Contractor, and/or State entity as directed by TennCare, prior to a member's discharge;
    - 2.12.11.1.1 DIDD will continue to oversee admissions to public ICF/IID facilities;
  - 2.12.11.2 Not admit any person to an ICF/IID for whom Medicaid reimbursement will be sought prior to completion of a Community Informed Choice process as prescribed by TennCare, and approval of such admission by the State;
  - 2.12.11.3 Require the ICF/IID provider to provide written notice to TennCare and the Contractor in accordance with state and federal requirements before voluntarily terminating the agreement and to comply with all applicable state and federal requirements regarding voluntary termination;
  - 2.12.11.4 Require the ICF/IID provider to notify the Contractor prior to beginning to develop an involuntary discharge plan and to consult with the Contractor's IDD team to intervene in resolving issues if possible and, if not, to prepare and implement a discharge and/or transition plan as appropriate, including reasonable time to prepare the member and their parents or guardian for discharge or transfer;
  - 2.12.11.5 Require the ICF/IID to notify the member and/or the member's representative (if applicable) in writing prior to discharge in accordance with state and federal requirements, including involving the member and their family or legal guardian in planning for any transfer or discharge. This process must include providing a summary of the member's course of stay in the ICF/IID, a final summary of the member's developmental, behavioral, social, health and nutritional status, and include the current status of the objectives listed in the member's IPP as well as a post-discharge plan of care;
  - 2.12.11.6 Specify the provider shall accept payment or appropriate denial made by the Contractor (or, if applicable, payment by the Contractor that is supplementary to the member's third-party payor) plus the amount of any applicable patient liability, as payment in full for services provided and shall not solicit or accept any surety or guarantee of payment from the member in excess of the amount of applicable patient liability responsibilities. Member shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the member being served;
  - 2.12.11.7 Specify the ICF/IID provider's responsibilities regarding patient liability (see Sections 2.6.7 and 2.21.5 of this Contract), which shall include but not be limited to collecting the applicable patient liability amounts from members residing in an ICF/IID, notifying the

Contractor if there is an issue with collecting a member's patient liability, and making good faith efforts to collect payment;

- 2.12.11.8 Specify the role of the ICF/IID provider regarding timely certification and recertification (as applicable) of the member's level of care eligibility for ICF/IID services and level of need for and receipt of continuous active treatment, and require the ICF/IID provider to cooperate fully with the Contractor in the completion and submission of the level of care assessment;
- 2.12.11.9 Require the ICF/IID to submit complete and accurate PAEs that satisfy all technical requirements specified by TennCare, and accurately reflect the member's current medical and functional status. The ICF/IID shall also submit all supporting documentation required in the PAE and required pursuant to TennCare rules;
- 2.12.11.10 Require the ICF/IID to notify the Contractor of any change in a member's medical or functional condition that could impact the member's level of care eligibility and level of need for and receipt of continuous active treatment;
- 2.12.11.11 Require the ICF/IID to establish and implement an approved utilization review plan in accordance with state and federal regulations. The plan must be written, provide for a review of the necessity to stay at least every six (6) months or more frequently if indicated at the time of assessment, submitted to the Contractor for review and approval, and monitored by the Contractor on an ongoing basis to ensure that it is implemented and that utilization of ICF/IID services continues to be appropriate for each of the Contractor's members served in the facility;
- 2.12.11.12 Require the ICF/IID to provide individualized health and related services as well as active treatment services as prescribed in federal regulation and in accordance with each member's individual program plan, and to coordinate with the Contractor as needed to facilitate timely access to medically necessary services beyond the scope of the ICF/IID benefit;
- 2.12.11.13 Require the ICF/IID provider to comply with state and federal laws and regulations applicable to ICFs/IID as well as any applicable federal court orders, including but not limited to the Americans with Disabilities Act and those that govern admission, transfer, and discharge policies;
- 2.12.11.14 Require the ICF/IID to cooperate with the Contractor in developing and implementing protocols as part of the Contractor's ICF/IID diversion and transition plans pursuant to the Americans with Disabilities Act (see Section 2.9.7.9), which shall, include, at a minimum, the ICF/IID's obligation to promptly notify the Contractor upon request for admission of an eligible member regardless of payor source for the ICF/IID stay; refusal of admission of any person to an ICF/IID for whom Medicaid reimbursement will be sought pending completion of a Community Informed Choice process as prescribed by TennCare, and approval of such admission by the State; how the ICF/IID will assist the Contractor in identifying current ICF/IID residents who may want to transition from ICF/IID services to



home and community-based care; the ICF/IID's obligation to promptly notify the Contractor regarding all such identified members; and how the ICF/IID will work with the Contractor in assessing the member's transition potential and needs, and in developing and implementing a transition plan, pursuant to 42 C.F.R. 483.440;

- 2.12.11.15 Require the ICF/IID provider to have on file a system designed and utilized to ensure the integrity of the member's personal financial resources. This system shall be designed in accordance with the regulations and guidelines set out by the Comptroller of the Treasury and the applicable federal regulations;
- 2.12.11.16 Require the ICF/IID provider to immediately notify the Contractor of any change in its license to operate as issued by DIDD, as well as any deficiencies cited during the federal certification or licensure process;
- 2.12.11.17 Provide that if the ICF/IID provider is decertified (i.e., its participation in the Medicaid program is terminated by the Tennessee Department of Health or the Centers for Medicare and Medicaid Services, the Contractor's provider agreement with such ICF/IID provider will automatically be terminated; and
- 2.12.11.18 Include language requiring that the provider agreement shall be assignable from the Contractor to the State, or its designee, at the State's discretion upon written notice to the Contractor and the affected ICF/IID provider. Further, the provider agreement shall include language by which the ICF/IID provider agrees to be bound by any such assignment, and that the State, or its designee, shall not be responsible for past obligations of the Contractor.
- 2.12.12 Prior to executing a provider agreement with any CHOICES or 1915(c) waiver HCBS provider seeking Medicaid reimbursement for CHOICES or 1915(c) waiver HCBS, the Contractor shall verify that the provider is compliant with the HCBS Settings Rule detailed in 42 C.F.R. § 441.301(c)(4)-(5). Any such determination by DIDD shall satisfy this requirement. The provider agreement with a CHOICES or 1915(c) waiver HCBS provider shall meet the minimum requirements specified in Section 2.12.9 above and shall also include, at a minimum, the following requirements:
  - 2.12.12.1 Require the CHOICES or 1915(c) waiver HCBS provider to provide at least sixty (60) days in advance of the proposed date of services termination to the Contractor when the provider is no longer willing or able to provide services to a member, including the reason for the decision, and to cooperate with the member's care coordinator, ISC, or DIDD case manager to facilitate a seamless transition to alternate providers;
  - 2.12.12.2 In the event that a CHOICES or 1915(c) waiver HCBS provider change is initiated for a member, require that, regardless of any other provision in the provider agreement, the transferring HCBS provider continue to provide services to the member in accordance with the member's plan of care until the member has been transitioned to a new provider, as determined by the Contractor, or as otherwise directed by the Contractor, which may exceed sixty (60) days from the date of notice to the Contractor unless the member refuses continuation of services, the member's health and welfare would be otherwise at risk by

remaining with the current provider or if continuing to provide services is reasonably expected to place staff that would deliver services at imminent risk of harm. The Contractor shall document clearly any member refusal of services, and all concerns and actions taken to remediate the concerns if the welfare and safety of either the member and/or the staff will result in services not being delivered. Prior to discontinuing service to the member or prior to Provider termination of its Provider Agreement, as applicable, the Provider shall be required to;

- 2.12.12.2.1 Provider a written notification of the planned service discontinuation to the member, their conservator or guardian, and their support coordinator, no less than sixty (60) days prior to the proposed date of service or Provider Agreement termination;
- 2.12.12.2.2 Obtain the Contractor's approval, in the form of a signed PCSP, to discontinue the service and cooperate with transition to any subsequent, authorized service provider as is necessary; and
- 2.12.12.2.3 Consult and cooperate with the Contractor in the preparation of a discharge plan for all members receiving care and service from the Provider in the event of a proposed termination of service. Also, when appropriate, as part of the discharge plan, the terminating provider shall meet, consult and cooperate with any new providers to ensure continuity of care and as smooth a transition as possible.
- 2.12.12.3 Specify that reimbursement of a CHOICES HCBS provider shall be contingent upon the provision of services to an eligible member in accordance with applicable federal and state requirements and the member's plan of care as authorized by the Contractor, and must be supported by detailed documentation of service delivery to support the amount of services billed, including at a minimum, the date, time and location of service, the specific HCBS provided, the name of the member receiving the service, the name of the staff person who delivered the service, the detailed tasks and functions performed as a component of each service, notes for other caregivers (whether paid or unpaid) regarding the member or their needs (as applicable), and the initials or signature of the staff person who delivered the service -- EVV that fully comports with the 21st Century Cures Act and TennCare requirements shall be deemed sufficient to meet this requirement;
- 2.12.12.4 Require CHOICES HCBS providers to immediately report any deviations from a member's service schedule to the member's care coordinator;
- 2.12.12.5 Require CHOICES and 1915(c) waiver HCBS providers to use the EVV system specified by the Contractor in accordance with the Contractor's requirements;
- 2.12.12.6 Require that upon acceptance by the CHOICES HCBS provider to provide approved services to a member as indicated in the member's plan of care, the provider shall ensure that it has staff sufficient to provide the service(s) authorized by the Contractor in accordance with the member's plan of care, including the amount, frequency, duration and scope of each service in accordance with the member's service schedule;

- 2.12.12.7 Require CHOICES and 1915(c) waiver HCBS providers to provide back-up for their own staff if they are unable to fulfill their assignment for any reason and ensure that back-up staff meet the qualifications for the authorized service;
- 2.12.12.8 Prohibit CHOICES and 1915(c) waiver HCBS providers from requiring a member to choose the provider as a provider of multiple services as a condition of providing any service to the member;
- 2.12.12.9 Prohibit CHOICES and 1915(c) waiver HCBS providers from soliciting members to receive services from the provider including:
  - 2.12.12.9.1 Referring an individual for CHOICES screening and intake with the expectation that, should CHOICES enrollment occur, the provider will be selected by the member as the service provider; or
  - 2.12.12.9.2 Communicating with existing CHOICES and 1915(c) waiver members via telephone, face-to-face or written communication for the purpose of petitioning the member to change CHOICES providers; and
  - 2.12.12.9.3 Communicating with hospitals, discharge planners or other institutions for the purposes of soliciting potential CHOICES members that should instead be referred to the person's MCO or AAAD, as applicable.
- 2.12.12.10 Require CHOICES and 1915(c) waiver HCBS providers to comply with reportable event reporting and management requirements (see Section 2.15.7 of this Contract);
- 2.12.12.11 Shall not require the CHOICES and 1915(c) waiver HCBS provider to have liability insurance in excess of TennCare requirements in effect prior to the implementation of CHOICES;
- 2.12.12.12 Prohibit CHOICES and 1915(c) waiver providers from altering in any manner official CHOICES, MFP, or 1915(c) waiver materials unless the Contractor has submitted a request to do so to TennCare and obtained prior written approval from TennCare in accordance with Section A.2.17 of this Contract;
- 2.12.12.13 Prohibit CHOICES providers from reproducing for its own use the CHOICES or MFP logos unless the Contractor has submitted a request to do so to TennCare and obtained prior written approval from TennCare in accordance with Section A.2.17 of this Contract; and
- 2.12.12.14 The Contractor shall require all of the Contractor's CHOICES and 1915(c) waiver HCBS providers to submit copies of current licensure and/or certification (as applicable) to the Contractor or to DIDD, as applicable.
- 2.12.12.15 The Contractor shall require that all CHOICES and 1915(c) waiver HCBS providers maintain compliance with the HCBS Settings Rule detailed in 42 C.F.R. § 441.301(c)(4)-(5).

- 2.12.12.16 The Contractor shall require all CHOICES providers utilizing the EVV system ensure that all HCBS workers complete and submit worker surveys upon logging out of each visit using a format and in a manner prior approved by TennCare.
- 2.12.12.17 The Contractor shall require Support Coordination provider agencies to:
- 2.12.12.17.1 Ensure that persons employed to render support coordination services (independent support coordinators or ISCs) receive effective guidance, mentoring, and training, including all training required by TennCare and DIDD. Effective training shall include opportunities to practice support coordination duties in a manner that promotes development and mastery of essential job skills. The intent of providing independent support coordination is to ensure that planning and coordination of services is conflict-free. Thus, providers of independent support coordination services are prohibited from providing both support coordination and other direct waiver services. Support coordination providers must maintain an office in each grand region where services are provided.
- 2.12.12.17.2 Provide Support Coordination services in a manner consistent with the 1915(c) waiver, TennCare rules, policies, and protocols and this Contract.
- 2.12.12.17.3 Provide Support Coordination services in a manner that ensures person-centered planning processes and practices are followed in compliance with 42 CFR § 438.208 and 42 C.F.R. § 441.301(c)(4)-(6) and that comports fully with standards applicable to person-centered planning for services delivered under Section 1915(c) of the Social Security Act.
- 2.12.12.17.4 Initiate and oversee at least annual reassessment of the individual's level of care eligibility, including initial and at least annual assessment of the individual's experience to confirm that that the setting in which the individual is receiving services and supports comports fully with standards applicable to HCBS settings delivered under Section 1915(c) of the Social Security Act, including those requirements applicable to provider-owned or controlled homes, except as supported by the individual's specific assessed need and set forth in the person-centered ISP/PCSP.
- 2.12.12.17.5 Support the individual's informed choice regarding services and supports they receive, providers who offer such services, and the setting in which services and supports are received which shall be integrated in, and support full access to the greater community, including opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community to the same degree of access as individuals not receiving Medicaid HCBS.
- 2.12.12.17.6 Coordinate with the Contractor to support any person supported receiving HCBS and enrolled in the Statewide or CAC Waiver planning and implementing as seamless a transition as possible from EPSDT benefits to adult benefits, including any coordination of 1915c HCBS with State Plan HCBS – Home Health and Private Duty

Nursing services, as applicable, and in accordance with this Contract or TennCare policies and protocols.

- 2.12.12.17.7 Ensure compliance with and reporting of specified waiver performance measures related to the PCSP, including:
  - 2.12.12.17.7.1 PCSP inclusion of a risk factor assessment;
  - 2.12.12.17.7.2 PCSP inclusion of a medical assessment, where applicable;
  - 2.12.12.17.7.3 PCSP review and revision, as needed, prior to the annual due date;
  - 2.12.12.17.7.4 PCSP revisions completed as needed to address member's changing needs;
  - 2.12.12.17.7.5 Ensure member received services for the amount, duration, and frequency as well as type and scope specified in the approved PCSP; and
- 2.12.12.17.8 Track and report individual quality outcomes data as required by TennCare to measure provider and system performance.
- 2.12.12.17.9 The Contractor shall require that all 1915(c) waiver Independent Support Coordination providers participate in education and training activities as required by the Contractor to understand physical and behavioral health benefits, and collaborate with the Contractor to ensure continuity and coordination among physical health, behavioral health, and long-term services and supports, and to ensure collaboration among physical health, behavioral health, and long-term services and supports providers pursuant to protocols, policies and procedures developed or approved by TennCare.
- 2.12.12.18 Notwithstanding the requirements provided in Section 2.11.10.4.1.9, when there is a proposed change of ownership with any CHOICES or 1915(c) waiver provider, the new provider shall provide to TennCare documents sufficient to obtain a Medicaid ID based on appropriate documentation submitted by the new provider and any Managed Care Contractor previously contracted with the former owner or operator. Contractor shall enter into a provider agreement with the new owner/operator. A new provider with a Medicaid ID and an executed contract with the Contractor, which shall include, but not be limited to, the assumption of the previous owner's contract, a new contract with the Contractor, or a single case agreement, shall be reimbursed at one hundred percent (100%) from the effective date of the change of ownership. A new provider with a Medicaid ID, but without an executed contract with the Contractor, shall be reimbursed eighty percent (80%) from the effective date of the change of ownership, with a retroactive payment to the effective date of the change of ownership of an additional twenty percent (20%) due after the execution of a contract with the Contractor. A new provider with a change of ownership that has not acquired a Medicaid ID shall not be reimbursed, including retroactively, until such provider acquires a Medicaid ID.
- 2.12.12.18.1 The Contractor shall require that all CHOICES and 1915(c) waiver providers for whom DIDD is providing quality monitoring, as specified by TennCare, must cooperate with

all quality monitoring processes and requirements, as described herein or in TennCare quality monitoring protocols.

- 2.12.12.18.2 The provider agreement with a CHOICES or 1915(c) waiver HCBS provider to provide PERS, assistive technology, enabling technology, minor home modifications, or pest control, as applicable, shall meet the requirements specified in Sections 2.12.8, 2.12.9, and 2.12.11 except that these provider agreements shall not be required to meet the following requirements: Section 2.12.9.10 regarding Emergency Services; Section 2.12.9.11 regarding delay in prenatal care; Section 2.12.9.12 regarding CLIA; Section 2.12.9.44 regarding hospital protocols; Section 2.12.9.45 regarding reimbursement of obstetric care; Section 2.12.9.58.2 regarding prior authorization of pharmacy; and Section 2.12.9.59 regarding coordination with the PBM.
- 2.12.13 The provider agreement with a local health department (see Section 2.11.9.3) shall meet the minimum requirements specified in Sections 2.12.8 and 2.12.9 above and shall also specify for the purpose of TennCare Kids screening services: (1) that the local health department agrees to submit encounter data timely to the Contractor; (2) that the Contractor agrees to timely process claims for services in accordance with Section 2.21.4; (3) that the local health department may terminate the agreement for cause with thirty (30) days advance notice; and (4) that the Contractor agrees prior authorization shall not be required for the provision of TennCare Kids screening services.
- 2.12.14 When there is a proposed change of ownership, the new provider shall provide to TennCare documents sufficient to obtain a Medicaid ID based on appropriate documentation submitted by the new provider and any Managed Care Contractor previously contracted with the former owner or operator. Contractor shall enter into a provider agreement with the new owner/operator. A new provider with a Medicaid ID and an executed contract with the Contractor, which shall include, but not be limited to, the assumption of the previous owner's contract, a new contract with the Contractor, or a single case agreement, shall be reimbursed at one hundred percent (100%) from the effective date of the change of ownership. A new provider with a Medicaid ID, but without an executed contract with the Contractor, shall be reimbursed eighty percent (80%) from the effective date of the change of ownership, with a retroactive payment to the effective date of the change of ownership of an additional twenty percent (20%) due after the execution of a contract with the Contractor. A new provider with a change of ownership that has not acquired a Medicaid ID shall not be reimbursed, including retroactively, until such provider acquires a Medicaid ID.
- 2.12.15 The Contractor shall maintain an agreement with the PBM for the purpose of making payment to the PBM on behalf of TennCare for TennCare covered services. The agreement shall be in accordance with an approved template provided by TennCare. The Contractor shall not be at risk for payment made to the TennCare contracted PBM (see Section 3).
- 2.12.16 The Contractor shall comply with the Annual Coverage Assessment Act, (T.C.A. 71-5-1003 et seq., 71-5-1005 et seq.).

- 2.12.16.1 The Contractor shall be prohibited from implementing across the board rate reductions to covered or excluded contract hospitals or physicians either by category or type of provider. These requirements shall also apply to services or settings of care that are ancillary to a covered or excluded hospital, or physician's primary license if the physician or covered or excluded hospital, including a wholly owned subsidiary or controlled affiliate of a covered or excluded hospital or hospital system, holds more than fifty percent (50%) controlling interest in such ancillary services or settings of care, but shall not apply to any other ancillary services or settings of care. For purposes of this Section, covered or excluded contract hospitals or physicians shall be those as defined by the Annual Coverage Assessment Act.
- 2.12.16.2 The Contractor shall notice providers regarding across the board rate reductions and shall include language in the notice that describes those providers to be excluded from the across the board rate reduction in accordance with the Annual Coverage Assessment Act. The provider exclusion language shall be conspicuously placed on the front page of the notice and will advise providers who believe they meet the exclusion criteria specified in the Act of the process for demonstrating such to the MCO.
- 2.12.16.3 For purposes of this requirement, services or settings of care that are "ancillary" shall mean, but not be limited to, ambulatory surgical facilities, outpatient treatment clinics or imaging centers, dialysis centers, home health and related services, home infusion therapy services, outpatient rehabilitation or skilled nursing services. Further, for purposes of this requirement, "physician" includes a physician licensed under title 63, chapter 6 and chapter 9 and a group practice of physicians that hold a contract with the Contractor.
- 2.12.17 All provider agreements between the Contractor and a home health agency (HHA) shall require the HHA to comply with the federal regulations delineating the conditions of participation that HHAs must meet in order to participate in the Medicaid program. Each provider agreement must contain a general provision to that effect.
- 2.12.17.1 Each provider agreement must specify that the contracted HHA supply each enrollee with the following:
- 2.12.17.1.1 Written and verbal notice of the enrollee's rights and responsibilities as a home health patient as required under 42 CFR §484.50(a);
- 2.12.17.1.2 Written and verbal notice of the HHA's policy for transfer and discharge as required under 42 CFR §484.50(d), including an explanation in plain language that disruptive, abusive, or uncooperative behaviors could give rise to a "discharge for cause," and the requirements that must be satisfied by the HHA in order for transfer or a discharge to be effectuated;
- 2.12.17.1.3 Written and verbal notice of the HHA's obligation to accept complaints made by the enrollee about the care that is (or fails to be) furnished, and of the HHA's obligation to investigate, document, and resolve these enrollee complaints (as well as complaints of mistreatment, neglect, or verbal, mental, sexual, and physical abuse, or injuries of

unknown source, or misappropriation of the enrollee's property by anyone furnishing care on behalf of the HHA) as required under 42 CFR §484.50(e).

- 2.12.17.1.4 The HHA must explain to the enrollee the scope of the home health services that the enrollee will be receiving. Afterwards, the HHA must obtain the signature of the enrollee verifying that an HHA staff member has explained the scope of services to the enrollee. Likewise, the HHA must obtain, as required under 42 C.F.R. § 484.50(a)(2), the enrollee's or the legal representative's signature confirming that they received written notice of the enrollee's rights and responsibilities as required by Section 2.12.17.1.1. The HHA must maintain all signature(s) in their record of the enrollee.
- 2.12.17.1.5 The HHA must develop a back-up plan for each enrollee to be implemented during missed visits, as defined by Section 2.15.9.1, or when otherwise necessary.
- 2.12.17.1.6 When the HHA is notified before a missed visit occurs or as it is occurring, the HHA must contact the enrollee and implement the back-up plan or offer a suitable, alternative service. The HHA must report all missed visits to the Contractor in writing within three calendar days of the missed visit. This report must be submitted on a Contractor-approved form, which captures all of the information the Contractor requires, including, but not limited to, the following: the identity of the enrollee; the type of service involved; the date of the missed visit; the cause(s); and what corrective action was taken to mitigate the cause(s) of the missed visit. The HHA must ensure that the staff member enters notes about the circumstances of a missed visit in every instance in which notes are possible.
- 2.12.17.1.7 When a conflict arises between an enrollee and an assigned HHA staff member, or when an enrollee refuses to allow an assigned staff member to begin or to complete their assigned visit, the staff member will immediately notify the HHA. Once notified, the HHA will contact the enrollee and offer to implement the existing back-up plan or will offer to staff the care with a qualified alternative staff member. In every instance, the HHA must record these missed visits, as described above, and timely submit them to the Contractor. All of the aforementioned facts should be included in the reports with as much written explanation as possible regarding the causes and factors contributing to the conflict. If additional conflicts arise between the enrollee and the HHA or alternative staff member (for example, if an enrollee refuses to admit the alternative staff member into enrollee's home), the HHA must notify the Contractor and must continue making reasonable efforts to staff the approved care with qualified alternative staff members until the HHA, in its discretion, plans to discharge the enrollee for cause. At that point, the HHA must notify the Contractor of its decision to discharge or transfer the enrollee.
- 2.12.17.1.8 The Contractor shall require out-of-network providers to execute an Out-of-Network Provider Agreement with the Contractor prior to payment for Medicare crossover claims. The agreement shall require out-of-network providers to provide a valid Medicaid Identification number and ACH (Automatic Clearing House) bank account



authorization to the Contractor and agree to provide records for services related to the claim to the Contractor and TennCare. The Contractor shall inform TennCare if requested records are not provided by out-of-network providers that receive payments for Medicare crossover claims. The Contractor shall use a template of the Out-of-Network Provider Agreement that will be provided by TennCare.

**A.2.13 PROVIDER AND SUBCONTRACTOR PAYMENTS**

2.13.1 General

2.13.1.1 Maximum Allowable Rates

Providers shall be paid according to the Contractor’s policies and procedures and reimbursement rates in effect as of March 1, 2001, unless otherwise directed by TennCare with the following exceptions:

2.13.1.1.1 The payment rate for an initial TennCare Kids screening conducted by a Best Practice Network Primary Care Provider for a child in State custody shall be at the rate specified in Section 2.13.2.1.

2.13.1.1.2 The payment rate for all other preventive health services specified below for children (under age 21) may be increased up to 85% of the 2001 Medicare fee-schedule, unless otherwise specified by TennCare.

2.13.1.1.2.1 The Contractor shall make an enhanced payment, defined as eighty-five percent (85%) of the 2001 Medicare fee-schedule or the Contractor’s reimbursement rates in effect as of March 1, 2001, whichever is greater, to Primary Care Providers for the provision of the following preventive medical services identified by the CPT procedure codes listed below, when billed for children less than twenty-one (21) years of age. Payment rates for services reimbursed as a percentage of average wholesale price shall be adjusted in accordance with Section 2.13.1.1.4 of this Contract.

**Office Visits**

<b>NEW PATIENT</b>	<b>ESTABLISHED PATIENT</b>
99431 – History and Evaluation of Normal newborn	99391 – Periodic reevaluation
99432 – Normal Newborn care other than a hospital or birthing setting	99392 – age 1 through 4 years
99381 – Initial evaluation	99393 – age 5 through 11 years
99382 – age 1 through 4 years	99394 – age 12 through 17 years
99383 – age 5 through 11 years	99395 – age 18 through 39 years
99384 – age 12 through 17 years	

NEW PATIENT	ESTABLISHED PATIENT
99385 – age 18 through 39 years	

**Counseling and Risk Factor Reduction Intervention**

INDIVIDUAL	GROUP
99401 – approximately 15 minutes	99411 – approximately 30 minutes
99402 – approximately 30 minutes	99412 – approximately 60 minutes
99403 – approximately 45 minutes	
99404 – approximately 60 minutes	

**Other Preventive Services**

99420	Administration and interpretation of health risk assessment instrument (e.g., health hazard appraisal)
90700 – 90744	Immunizations
92551	Screening test, pure tone, air only (Audiologic function)
92552	Pure tone audiometry (threshold); air only

2.13.1.1.3 The payment rate for all services that are reimbursed as a percentage of average wholesale prices shall be adjusted with fluctuations in the average wholesale price. However, the “percentage” applied to determine the payment amount shall be equivalent to the percentage applied for the Contractor as of March 1, 2001.

2.13.1.1.4 The initial Utilization Management and referral processes and requirements impacting provider reimbursement shall be those in effect for the Contractor and TennCare Select as of July 1, 2001. However, the State reserves the right to require the Contractor to modify these processes and requirements. The Contractor shall have sixty (60) days from the date of request to implement requested modifications.

2.13.1.1.5 If there is a network deficiency that necessitates additional funding to remedy, the Contractor shall attempt to negotiate a reasonable rate on behalf of the State prior to recommending an increase in reimbursement rates. Once the negotiations are concluded, the Contractor shall submit a recommendation to the State in writing with supporting documentation justifying an increase in reimbursement rates. The Contractor may not implement a recommended change until receipt of written approval from TennCare.

2.13.1.2 Annual Review of Maximum Allowable Rates.

The maximum allowable reimbursement rates shall be reviewed on an annual basis.

2.13.1.2.1 All reimbursement paid by the Contractor to providers and amounts paid by the Contractor to any other entity shall be subject to audit by the State. The Contractor shall allow for periodic review of records to ensure that all discounts, special pricing considerations and financial incentives have accrued to the State and that all costs

incurred are in accordance with this Contract. The Contractor shall provide the auditor access to all information necessary to perform the examination.

- 2.13.1.2.2 The claims payment amount shall not include payment for enrollee cost-sharing or patient liability amounts.
- 2.13.1.2.3 The Contractor shall require, as a condition of payment, that the provider (contract or non-contract provider) accept the amount paid by the Contractor or appropriate denial made by the Contractor (or, if applicable, payment by the Contractor that is supplementary to the enrollee's third-party payor) plus any applicable amount of TennCare cost sharing or patient liability responsibilities due from the enrollee as payment in full for the service.
- 2.13.1.2.4 If the Contractor is required to reimburse a non-contract provider pursuant to this Contract, and the Contractor's payment to a non-contract provider is less than it would have been for a contract provider, and the provider contests the payment amount, the Contractor shall notify the non-contract provider that the provider may initiate the independent review procedures in accordance with T.C.A. 56-32-126, including but not limited to reconsideration by the Contractor.
- 2.13.1.2.5 The Contractor shall ensure that the member is held harmless by the provider for the costs of medically necessary covered services except for applicable TennCare cost sharing amounts (described in Section 2.6.7 and in Attachment II of this Contract) and patient liability amounts.
- 2.13.1.2.6 The Contractor shall ensure that payments are not issued under this Contract for an item or service in accordance with the following:
  - 2.13.1.2.6.1 To providers that have not obtained a Tennessee Medicaid provider number in accordance with 42 CFR 455.100 through 106, Section 2.12.9.37 of this Contract, and TennCare policies and procedures;
  - 2.13.1.2.6.2 Furnished under the plan by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, XIX or XX pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act;
  - 2.13.1.2.6.3 Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, XIX or XX pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) or the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person);
  - 2.13.1.2.6.4 Furnished by an individual or entity to whom the State has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud

against the individual or entity, unless the State determines there is good cause not to suspend such payments;

- 2.13.1.2.6.5 With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997;
- 2.13.1.2.6.6 With respect to any amount expended for roads, bridges, stadiums, or any other item or service not covered under the Medicaid State Plan; and
- 2.13.1.2.6.7 The Contractor shall pay for emergency or prior authorized covered services provided to an enrollee by an out-of-network provider if said provider has obtained a Medicaid provider identification number prior to submission of the claim and regardless of whether said provider obtained the Medicaid provider identification number before or after the time that services are rendered to the enrollee.
- 2.13.1.2.7 The Contractor, as well as its subcontractors and tax-reporting provider entities shall not be permitted to assign TennCare funds/payments to billing agents or alternative payees without executing a billing agent or alternative payee assignment agreement. The billing agents and alternative payees are subject to initial and monthly federal exclusion (LEIE) and debarment (SAM) screening by the assignee if the alternative payee assignment is on-going. Further, direct and indirect payments to out of country individuals and/or entities are prohibited.
- 2.13.1.2.8 For any entities to which the Contractor makes payment via electronic transfers, the Contractor shall have a signed EFT form that shall have 42 CFR 455.18 and 455.19 statements immediately preceding the “Signature” section.
- 2.13.1.2.9 The Contractor shall implement Primary Care Transformation strategies, inclusive of PCMH (comprehensive primary care program) and Tennessee Health Link (integrated care coordination for members with the highest behavioral health needs), consistent with Tennessee’s multi-payor payment reform initiative in a manner and on a timeline approved by TennCare. This includes but is not limited to:
  - 2.13.1.2.9.1 Using a retrospective process to administer value-based outcome payments for the initiative's payment reform strategies that is aligned with the models designed by TennCare.
  - 2.13.1.2.9.2 The Contractor shall implement additional pilots and programs related to delivery system transformation as defined by TennCare.
  - 2.13.1.2.9.3 Implementing key design choices as directed by TennCare and the definition of quality measures for the initiative's payment reform strategies.
  - 2.13.1.2.9.4 Implementation of payment reform strategies and improvements at a pace dictated by the State. This includes actively participating in design sessions to develop new advanced payment models.

- 2.13.1.2.9.5 Implementation of aligned TennCare PCMH strategy shall include at least forty percent (40.0%) of the Contractor’s TennCare population.
- 2.13.1.2.9.5.1 In order for TennCare to monitor the Contractor’s compliance, the Contractor shall track and report PCMH participation and membership in accordance with the following:
  - 2.13.1.2.9.5.1.1 The Contractor shall submit PCMH projected membership counts for members attributed to groups that are anticipated to sign and/or renew TennCare PCMH contracts for the following year with the Contractor.
  - 2.13.1.2.9.5.1.2 The Contractor shall submit PCMH actual membership counts for members attributed to groups that are participating in PCMH.
  - 2.13.1.2.9.5.1.3 PCMH membership counts shall be submitted in accordance with Sections 2.30.4.6.1 and 2.30.4.6.2.
  - 2.13.1.2.9.5.1.4 The Contractor shall notify the State within thirty (30) days of terminating participation with a PCMH provider.
  - 2.13.1.2.9.5.1.5 PCMH projected membership counts shall be calculated using the following formulas:

Target Due Date	Formula
July 31	Contractor’s total TennCare PCMH membership as of June 30 from <i>anticipated</i> PCMH TINs as of the June enrollment report
December 31	Contractor’s total TennCare PCMH membership as of November 30 from <i>anticipated</i> PCMH TINs for January 1 of following year / Contractor’s total TennCare members as of the November enrollment report

- 2.13.1.2.9.5.1.6 PCMH actual membership counts shall be calculated using the following formula:

Target Due Dates	Formula
February 28 May 31 August 31 November 30	Contractor’s total TennCare PCMH membership as of January 31, April 30, July 31, and October 31 from <i>actual</i> PCMH TINs/ Contractor’s total TennCare members as of the same month’s enrollment report

- 2.13.1.2.9.5.1.7 TennCare will monitor the Contractor’s progress in accordance with the following timeline:

Target Due Date	Benchmark
May 31	TennCare will verify that the MCO is meeting the PCMH membership requirement for the current calendar year
July 31	TennCare will verify that the MCO is on track to meet the PCMH membership requirement for the upcoming calendar year

August 31	TennCare will verify that the MCO is meeting the PCMH membership requirement for the current calendar year
November 30	TennCare will verify that the MCO is meeting the PCMH membership requirement for the current calendar year
December 31	TennCare will verify that the MCO is on track to meet the PCMH membership requirement for the upcoming calendar year
February 28	TennCare will verify that the MCO is on track to meet the PCMH membership requirement for the current calendar year

- 2.13.1.2.9.5.1.8 If the Contractor fails to meet and maintain the percentage benchmarks described herein, the Contractor shall provide a contingency plan to TennCare within five (5) business days of TennCare’s quarterly calculation. This contingency plan will describe efforts to meet the thirty seven percent (37.0%) benchmark which shall be achieved within thirty (30) calendar days of reported deficiency. If the thirty seven percent (37.0%) benchmark is not reached by the thirtieth (30th) calendar day, the Contractor shall submit a Corrective Action Plan (CAP) and shall be subject to liquidated damages.
- 2.13.1.2.9.6 Participate in a State-led process to design, launch and refine the initiative's payment reform strategies, including the seeking of clinical and operational input from payor teams and clinical leaders throughout Tennessee for the development of new episodes and new advanced PCMH payment models.
- 2.13.1.2.9.7 Conduct and participate in provider outreach efforts to identify, educate and recruit primary care providers or PCMH organizations to participate in advanced PCMH payment models.
- 2.13.1.2.9.8 Participate in a State-led process to design, launch and refine the initiative's payment reform strategies including the seeking of clinical input from payor medical teams and clinical leaders throughout Tennessee.
- 2.13.1.2.9.9 The Contractor shall submit to TennCare, PCMH and THL attribution files for the Care Coordination Tool in accordance with TennCare policy and Section 2.30.4.8.
- 2.13.1.2.9.10 The Contractor shall submit an annual Provider Engagement Plan and quarterly Provider Engagement Tracker detailing information and communication plans with the Tennessee Health Link (THL) and Patient Centered Medical Home (PCMH) in accordance with Sections 2.30.4.4.1 and 2.30.4.4.2.
- 2.13.1.2.9.11 Delivering performance reports for the initiative's payment reform strategies with the same appearance and content as those designed by the State/Payor Coalition.
- 2.13.1.2.9.12 The Contractor shall provide training and technical assistance for PCMH and THL as described in Section A.2.18.6 of this Contract.
- 2.13.1.2.9.13 The Contractor shall submit documents related to Payment Reform Initiatives (e.g., data analytics requests) to TennCare in a timely manner as requested by the state.

- 2.13.1.2.10 The Contractor shall implement State Budget Reductions and Payment Reform Initiatives as described by TennCare. The Contractor's failure to implement State Budget Reductions and/or Payment Reform Initiatives as described by TennCare may, at the discretion of TennCare, result in the Contractor forfeiting savings that would have been realized based on the timely implementation, including the forfeiture of recoupment from providers. Except where required by this Contract or by applicable federal or state law, rule or regulation, the Contractor shall not make payment for the cost of any medical care provided prior to the effective date of eligibility or after the termination date in the Contractor's MCO. The Contractor shall make payment for the cost of any covered services obtained on or after 12:01 a.m. on the effective date of eligibility in the Contractor's MCO.
- 2.13.1.2.11 The Contractor shall prepare checks for payment of providers for the provision of covered services on a weekly basis, unless an alternative payment schedule is approved by TennCare.
- 2.13.1.2.12 The Contractor shall notify the State of the amount to be paid in a mutually acceptable form and substance at least seventy-two (72) hours in advance of distribution of provider checks.
- 2.13.1.2.13 The State shall release funds in the amount to be paid to providers to the Contractor. Funds shall be released within seventy-two (72) hours of receipt of notice.
- 2.13.1.2.14 The Contractor shall release payments to providers within twenty-four (24) hours of receipt of funds from the State.
- 2.13.1.2.15 The amount to be paid shall be reduced by the amount of third-party recoveries captured in the claims processing system. The State shall release funds in the amount to be paid to providers to the Contractor.
- 2.13.1.2.16 For each request related to payments to providers through the Contractor's claims processing system, the Contractor shall provide a claims data extract in a format and media described by TennCare to support the payments released to providers by no later than seven (7) calendar days after the Contractor's request of the funds.
- 2.13.1.2.17 The Contractor shall provide a reconciliation for the total paid amounts between the funds released for payment to providers, the supporting claims data extract, and the encounter data submissions for the relevant adjudication cycle. The reconciliation should be submitted within seven (7) days of the claims data extract.
- 2.13.1.2.18 Upon notification by TennCare, funds released to the Contractor for purposes of provider payments shall be made based on the Contractor's encounter data. TennCare shall implement this process by initially making payments based on all encounters and providing the Contractor an error report of unacceptable encounter records. The final phase of implementation shall result in TennCare releasing funds based on clean encounters only. Once TennCare releases funds based solely on clean encounter data,

the Contractor shall no longer be required to submit the claims data extract. The reconciliation and check register must continue to be submitted on a weekly basis for the previous weeks check release.

2.13.2 Best Practice Network Requirements

2.13.2.1 Enhanced Initial TennCare Kids Screening Rate

The Contractor shall make an enhanced payment to Best Practice Network Primary Care Providers and Health Departments for the initial TennCare Kids examination for children in State custody, when all seven (7) components of the exam have been completed. The seven components shall include: (1) A comprehensive health and development history to include both physical and mental health; (2) Comprehensive unclothed physical exam; (3) Appropriate vision and hearing assessment; (4) Laboratory testes appropriate for age and risk; (5) Dental screening and referral beginning at age 3; (6) Immunizations; (7) Health education (anticipatory guidance).

2.13.2.1.1 The procedure codes to be utilized when billing for the initial TennCare Kids exam are specified below. This language does not preclude the Best Practice Network Primary Care Provider (BPN-PCP) from billing for other services separately, consistent with the Contractor’s procedures for claims processing (e.g., lab). It is the responsibility of the Contractor to include in its Best Practice Network provider agreements a requirement that all seven components of the TennCare Kids exam are completed when an enhanced payment is made through a medical chart review. The Contractor should educate providers to document any barriers to completing all seven components (e.g., past history not available). The enhanced payment rate for the initial TennCare Kids screening exam shall be ninety-five percent (95%) of the 2001 Medicare fee-schedule. Effective December 1, 2001, the enhanced fee schedule shall be one hundred percent (100%) of the 2001 Medicare fee schedule unless otherwise specified by TennCare.

<b>NEW PATIENT</b>	<b>ESTABLISHED PATIENT</b>
99431 – History and Examination of Normal Newborn	99391 – Periodic reevaluation
99432 – Normal Newborn care other than a hospital or birthing setting	99392 – age 1 through 4 years
99381 – Initial evaluation	99393 – age 5 through 11 years
99382 – age 1 through 4 years	99394 – age 12 through 17 years
99383 – age 5 through 11 years	99395 – age 18 through 39 years
99384 – age 12 through 17 years	
99385 – age 18 through 39 years	

2.13.2.1.2 If the BPN-PCP submits a claim with a procedure code for an established patient, the Contractor may only reimburse the provider at the enhanced payment rate if the claim is for the initial TennCare Kids exam upon placement in State custody. If the Contractor directs BPN-PCPs to only bill the initial TennCare Kids exam with the New Patient procedure code series identified above, the Contractor must notify and provide



appropriate training to the provider and provider's billing staff to implement this billing procedure

2.13.2.2 Case Management

In exchange for performing additional care coordination and case management functions as specified in Section A.3 of this Contract, the Contractor shall pay Best Practice Network Primary Care Providers a case management fee of \$10.25 per member per month or the amount otherwise specified by TennCare.

2.13.3 All Covered Services

2.13.3.1 Except as provided in Sections 2.13.3.1.1 and 2.13.3.1.2 below, the Contractor shall not reimburse providers based on a percentage of billed charges.

2.13.3.1.1 The Contractor may, at its discretion, pay a percentage of billed charges for covered physical health and Behavioral Health Services for which there is no Medicare reimbursement methodology.

2.13.3.1.2 As part of a stop-loss arrangement with a physical health or behavioral health provider, the Contractor may, at its discretion, pay the provider a percentage of billed charges for claims that exceed the applicable stop-loss threshold.

2.13.3.2 The Contractor shall not reimburse providers based on automatic escalators or linkages to other methodologies that escalate such as current Medicare rates or inflation indexes unless otherwise allowed by TennCare.

2.13.4 Nursing Facility and ICF/IID Services

2.13.4.1 The Contractor shall reimburse contract nursing facility and ICF/IID providers at the per diem rate specified by TennCare, net of any applicable patient liability amount (see Section 2.6.6).

2.13.4.2 The Contractor shall reimburse non-contract nursing facility and ICF/IID providers as specified in TennCare rules and regulations, net of any applicable patient liability amount (see Section 2.6.6).

2.13.4.3 The Contractor shall be responsible for monitoring the member's continued need for and receipt of skilled and/or rehabilitative services in a NF only when approval of NF LOC is conditioned on the receipt of such services, and in such case, when skilled and/or rehabilitative services are no longer medically necessary, shall submit information needed by TennCare to reevaluate whether the member continues to meet level of care for nursing facility services (see also Section 2.14.1.14).

2.13.4.4 The Contractor shall be responsible for monitoring the member's continued need for and receipt of active treatment in an ICF/IID, and when active treatment services are no longer

necessary, shall submit information needed by TennCare to reevaluate whether the member continues to meet level of care for ICF/IID services (see also Section 2.14.1.14).

2.13.4.5 The Contractor shall, upon receipt of notification from TennCare of a retrospective adjustment of a nursing facility or ICF/IID's per diem rate(s), without requiring any action on the part of the provider, reprocess affected claims and provide any additional payment due within sixty (60) days of receipt of such notification. The Contractor shall, upon notification in the outbound 834 enrollment file of retroactive patient liability amounts or retroactive adjustments in patient liability amounts, without requiring any action on the part of the provider, reprocess affected claims and provide any additional payment due within thirty (30) days of receipt of such notification. The Contractor shall not require that NFs resubmit affected claims in order to process these adjustments.

2.13.5 CHOICES and 1915(c) Waiver HCBS

2.13.5.1 For covered CHOICES HCBS and for CHOICES HCBS that exceed the specified benefit limit and are provided by the Contractor as a cost-effective alternative (see Section 2.6.5), the Contractor shall reimburse contract HCBS providers, including community-based residential alternatives, at the rate specified by TennCare.

2.13.5.2 Except as required for continuity of care following integration of services into managed care, or upon transition to the Contractor's MCO, the Contractor shall reimburse non-contract CHOICES and 1915(c) waiver HCBS providers as specified in TennCare rules and regulations.

2.13.5.3 For other HCBS that are not otherwise covered but are offered by the Contractor as a cost-effective alternative to nursing facility services (see Section 2.6.5), the Contractor shall negotiate the rate of reimbursement.

2.13.5.4 The Contractor shall reimburse consumer-directed workers in accordance with Sections 2.9.9.6.11 and 2.26 of this Contract.

2.13.6 Hospice

Hospice services shall be provided and reimbursed in accordance with state and federal requirements, including but not limited to the following:

2.13.6.1 Rates shall be no less than the federally established Medicaid hospice rates (updated each federal fiscal year (FFY)), adjusted by area wage adjustments for the categories described by CMS;

2.13.6.2 The rates described above shall be subject to the annual cap for Medicaid Hospice rates as provided annually by CMS; and

2.13.6.3 If a Medicaid hospice patient resides in a nursing facility (NF), the Contractor shall pay an amount equal to at least 95 percent of the prevailing NF room and board rate to the hospice provider (not subject to the annual cap for Medicaid Hospice rates).

2.13.7 Behavioral Health Crisis Service Teams

2.13.7.1 The Contractor shall reimburse crisis mobile teams for their intervention services. TennCare may require the Contractor to reimburse crisis mobile teams on a monthly basis at a rate to be determined and set by the State.

2.13.7.2 The Contractor shall negotiate rates for crisis respite and crisis stabilization services.

2.13.8 Local Health Departments

2.13.8.1 The Contractor shall reimburse contracted local health departments (see Sections 2.11.9.3 and 2.12.13) for TennCare Kids screenings to members under age twenty-one (21) at the following rates, unless specified otherwise by TennCare. Although the codes include preventive visits for individuals twenty-one (21) and older, this Section only requires the Contractor to pay local health departments for the specified visits for members under age twenty-one (21).

<b>Preventive Visits</b>	<b>85% of 2001 Medicare</b>
99381 New pt. Up to 1 yr.	\$80.33
99382 New pt. 1- 4 yrs.	\$88.06
99383 New pt. 5 - 11yrs.	\$86.60
99384 New pt. 12 - 17yrs.	\$95.39
99385 New pt. 18 - 39 yrs.	\$93.93
99391 Estab. pt. Up to 1 yr.	\$63.04
99392 Estab. pt. 1 - 4 yrs.	\$71.55
99393 Estab. pt. 5 - 11yrs.	\$70.96
99394 Estab. pt. 12 - 17yrs.	\$79.57
99395 Estab. pt. 18 - 39 yrs.	\$78.99

2.13.8.2 The Contractor shall recognize that public health nurses employed by the local health departments are appropriately trained and practice within a scope of protocols developed by the state. The protocols allow public health nurses from across the licensure spectrum to provide services specific to diagnosis, treatment and delivery of preventive services under the general, but not necessarily onsite, supervision of a physician. These services include, but may not be limited to, EPSDT services for children, immunizations, family planning and sexually transmitted disease treatment. TennCare is a state operated program and is not bound by Medicare policy regarding the interpretation of billing codes, therefore, in accordance with the training and protocols the state's public health nurses practice within, the Contractor shall allow public health nurses to bill using the same CPT codes, related to the aforementioned services, as would be used if the service was delivered by an advance practice nurse.

2.13.8.3 TennCare may conduct an audit of the Contractor's reimbursement methodology and related processes on an annual basis to verify compliance with this requirement. In addition, the Local Health Department may initiate the independent review procedure at

any time it believes the Contractor's payment is not the required reimbursement rate or that the Contractor has denied claims inappropriately.

2.13.9 Payment to TennCare PBM

2.13.9.1 The Contractor shall make payment to the PBM on behalf of TennCare for TennCare covered services. The Contractor shall not be at risk for payment made to the TennCare contracted PBM (see Section 3). The Contractor shall adhere to the following process for payments to the PBM:

2.13.9.1.1 The Contractor shall maintain a separate bank account for the funds transfer from TennCare for purposes of payment to the PBM.

2.13.9.1.2 The Contractor shall receive a weekly invoice from the PBM for services rendered by the PBM.

2.13.9.1.3 The Contractor shall invoice TennCare for the cost of the payments to be made to the PBM based on the weekly PBM invoice as well as any associated regulatory costs.

2.13.9.1.4 The Contractor shall make payment to the PBM in the full amount of the funds transfer from TennCare no later than the Friday following receipt of the funds from TennCare unless extended by TennCare due to unforeseen circumstances or bank holidays.

2.13.10 Physician Incentive Plan (PIP)

2.13.10.1 The Contractor shall notify and make TennCare and TDCI aware of any operations or plans to operate a physician incentive plan (PIP). Prior to implementation of any such plans, the Contractor shall submit to TDCI any provider agreement templates or subcontracts that involve a PIP for review as a material modification.

2.13.10.2 The Contractor shall not implement a PIP in the absence of TDCI review and written approval.

2.13.10.3 If the Contractor operates a PIP, the Contractor shall ensure that no specific payment be made directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an individual.

2.13.10.4 If the Contractor operates a PIP, upon TennCare's request, the Contractor shall report descriptive information about its incentive plan in sufficient detail to enable TennCare to adequately monitor the Contractor. The information that may be requested shall include, but not be limited to, the following:

2.13.10.4.1 Whether services not furnished by the physician or physician group are covered by the incentive plan;

2.13.10.4.2 The type or types of incentive arrangements, such as, withholds, bonus, capitation;

2.13.10.4.3 The percent of any withhold or bonus the plan uses;

- 2.13.10.4.4 Assurance that the physicians or physician group has adequate stop-loss protection, and the amount and type of stop-loss protection; and
- 2.13.10.4.5 The patient panel size and, if the plan uses pooling, the pooling method.
- 2.13.11 Emergency Services Obtained from Non-Contract Providers
  - 2.13.11.1 Payments to non-contract providers for Emergency Services may, at the Contractor's option, be limited to the treatment of emergency medical conditions, including post-stabilization care services, as described in Section A.1. Payment amounts shall be consistent with the pricing policies developed by the Contractor and in accordance with TennCare requirements, including TennCare rules and regulations for Emergency Services provided by non-contract providers.
  - 2.13.11.2 Payment by the Contractor for properly documented claims for Emergency Services rendered by a non-contract provider shall be made within thirty (30) calendar days of receipt of a clean claim by the Contractor.
  - 2.13.11.3 The Contractor shall review and approve or disapprove claims for Emergency Services based on the definition of Emergency Services specified in Section A.1 of this Contract. If the Contractor determines that a claim requesting payment of Emergency Services does not meet the definition as specified in Section A.1 and subsequently denies the claim, the Contractor shall notify the provider of the denial. This notification shall include information to the provider regarding the Contractor's process and time frames for reconsideration. In the event a provider disagrees with the Contractor's decision to disapprove a claim for Emergency Services, the provider may pursue the independent review process for disputed claims as provided by T.C.A. 56-32-126, including but not limited to reconsideration by the Contractor.
- 2.13.12 Medically Necessary Services Obtained from Non-Contract Provider when MCO Assignment is Unknown
  - 2.13.12.1 The Contractor shall pay for medically necessary covered services provided to an enrollee by a non-contract provider when TennCare has enrolled the enrollee in the Contractor's MCO, but the enrollee could not have known which MCO they were enrolled in at the time of the service. Examples of when this may occur include, but are not limited to, (i) when an enrollee receives services during a retroactive eligibility period (see Section 2.4.5) and the enrollee did not select an MCO and is assigned to an MCO by TennCare, or (ii) the enrollee was assigned to an MCO other than the one that he/she requested (see Section 2.4.4.5). In these cases, the effective date of enrollment may occur prior to the Contractor or the enrollee being notified of the enrollee becoming a member of the Contractor's MCO.
  - 2.13.12.2 When this situation arises, the Contractor shall not deny payment for medically necessary covered services provided during this period of eligibility for lack of prior authorization or lack of referral; likewise, the Contractor shall not deny a claim on the basis of the provider's failure to file a claim within a specified time period after the date of service when the

provider could not have reasonably known which MCO the enrollee was in during the timely filing period. However, in such cases the Contractor may impose timely filing requirements beginning on the date of notification of the individual's enrollment.

2.13.12.3 The Contractor shall only pay for covered long-term care services for which the member was eligible (see Section A.2.6), as determined by the State and shown in the outbound 834 enrollment file furnished by TennCare to the Contractor.

2.13.13 Medically Necessary Services Obtained from Contract Provider without Prior Authorization when MCO Assignment is Unknown

2.13.13.1 The Contractor shall pay for medically necessary covered services provided to an enrollee by a contract provider without prior authorization or referral when TennCare has enrolled the enrollee in the Contractor's MCO, but the enrollee could not have known which MCO they were enrolled in at the time of the service.

2.13.13.2 When this situation arises, the Contractor shall not deny payment for medically necessary covered services for lack of prior authorization or lack of referral; likewise, a Contractor shall not deny a claim on the basis of the provider's failure to file a claim within a specified time period after the date of service when the provider could not have reasonably known which MCO the enrollee was in during the timely filing period. However, in such cases the Contractor may impose timely filing requirements beginning on the date of notification of the individual's enrollment.

2.13.13.3 The Contractor shall only pay for covered long-term care services for which the member was eligible (see Section A.2.6), as determined by the State and shown in the outbound 834 enrollment file furnished by TennCare to the Contractor.

2.13.14 Medically Necessary Services Obtained from Non-Contract Provider Referred by Contract Provider

2.13.14.1 The Contractor shall pay for medically necessary covered services provided to a member by a non-contract provider when referred by a contract provider and in accordance with the following requirement:

2.13.14.2 The Contractor's payment shall not be less than eighty percent (80%) of the rate that would have been paid by the Contractor if the member had received the services from a contract provider.

2.13.14.3 The Contractor shall only pay for medically necessary covered services for which the member was eligible (see Section A.2.6) and that were authorized by the Contractor in accordance with the requirements of this Contract.

2.13.15 Medically Necessary Services Obtained from Non-Contract Provider Not Authorized by the Contractor

- 2.13.15.1 When an enrollee has utilized medically necessary non-emergency covered services from a non-contract provider, and the Contractor has not authorized such use in advance, the Contractor shall not be required to pay for the service(s) received unless payment is required pursuant to a directive from TennCare or an Administrative Law Judge.
- 2.13.15.2 The Contractor shall not make payment to non-contract providers for covered services that are not medically necessary or for long-term care services for which the member was not eligible (see Section A.2.6).
- 2.13.16 Covered Services Ordered by Medicare Providers for Dual Eligibles
- 2.13.16.1 Generally, when a TennCare enrollee is dually eligible for Medicare and TennCare and requires services that are covered under this Contract but are not covered by Medicare, and the services are ordered by a Medicare provider who is a non-contract provider, the Contractor shall pay for the ordered, medically necessary service if it is provided by a contract provider. However, if all of the following criteria are met, the Contractor may require that the ordering physician be a contract provider:
- 2.13.16.1.1 The ordered service requires prior authorization; and
- 2.13.16.1.2 Dually eligible enrollees have been clearly informed of the contract provider requirement and instructed in how to obtain assistance identifying and making an appointment with a contract provider; and
- 2.13.16.1.3 The Contractor assists the enrollee in obtaining a timely appointment with a contract provider upon request of the enrollee or upon receipt of an order from a non-contract provider.
- 2.13.16.2 Reimbursement shall be at the same rate that would have been paid had the service been ordered by a contract provider.
- 2.13.16.3 The Contractor shall not pay for non-covered services, services that are not medically necessary, or services ordered and obtained from non-contract providers.
- 2.13.17 Transition of New Members
- The Contractor shall pay for the continuation of covered services for new members pursuant to the requirements in Section 2.9.2 regarding transition of new members.
- 2.13.18 Transition of Members Receiving Long-Term Care Services at the Time of CHOICES Implementation

The Contractor shall pay for the continuation of covered long-term care services for transitioning CHOICES members pursuant to the requirements in Section 2.9.3 regarding transition of members receiving long-term care services at the time of CHOICES implementation.

2.13.19 Transition of Care

In accordance with the requirements in Section 2.9.6.1 of this Contract, if a provider has terminated participation with the Contractor, the Contractor shall pay the non-contract provider for the continuation of treatment through the applicable period provided in Section 2.9.6.1.

2.13.20 Limits on Payments to Providers and Subcontractors Related to the Contractor

2.13.20.1 The Contractor shall not pay more for similar services rendered by any provider or subcontractor that is related to the Contractor than the Contractor pays to providers and subcontractors that are not related to the Contractor. For purposes of this subsection, “related to” means providers or subcontractors that have an indirect ownership interest or ownership or control interest in the Contractor, an affiliate (see definition in Section A.1 of this Contract) of the Contractor, or the Contractor’s management company as well as providers or subcontractors that the Contractor, an affiliate of the Contractor or the Contractor’s management company has an indirect ownership interest or ownership or control interest in. The standards and criteria for determining indirect ownership interest, an ownership interest or a control interest are set out at 42 CFR Part 455, Subpart B.

2.13.20.2 Any payments made by the Contractor that exceed the limitations set forth in this section shall be considered non-allowable payments for covered services and shall be excluded from medical expenses reported in the Medical Fund Target report required in Section 2.30.15.2.1.

2.13.20.3 As provided in Section 2.30.10 of this Contract, the Contractor shall submit information on payments to related providers and subcontractors.

2.13.21 1099 Preparation

In accordance with federal requirements, the Contractor shall prepare and submit Internal Revenue Service (IRS) Form 1099s for all providers who are not employees of the Contractor to whom payment is made.

2.13.22 Payments to the FEA

The Contractor shall reimburse the Fiscal Employer Agent (FEA) for authorized eligible CHOICES and 1915(c) waiver HCBS provided by consumer-directed workers to members as specified in the contract between the Contractor and the FEA. TennCare will pay the FEA the administrative fees specified in the contract between TennCare and the FEA.

2.13.23 Interest



Interest generated from the deposit of funds for provider payments shall be the property of the State. The amount of interest earned on the funds, as reported by the Contractor's bank on the monthly statement, shall be deducted from the amount of the next remittance request subsequent to receipt of the bank statement.

2.13.24 Immediate Eligibility

Medical service payments made in accordance with Section A.2.13 shall include payments to providers for services provided during a period of Immediate Eligibility. However, in order to facilitate the invoicing of DCS for services provided to children in State custody who are not TennCare eligible, the Contractor shall submit to TennCare an itemized listing of claims paid on behalf children in State custody for whom Immediate Eligibility was established in accordance with this Contract and who were not subsequently found to be TennCare eligible, on a monthly basis in the form and format specified in Attachment IX, Exhibit H.

2.13.25 Claims for Persons with Suspended Eligibility

The Contractor agrees to pay claims in accordance with the Contractor's current policies and procedures (including but not limited to medical necessity and utilization guidelines) to a provider on behalf of persons with suspended eligibility that meet the criteria specified in Section 2.4.4.6 of this Contract on and as needed basis when billed by the provider. The Contractor shall pay the provider the negotiated rate or in the case of an out of network provider, the Contractor shall negotiate provider reimbursement subject to TennCare's prior written approval.

2.13.26 Payments to Providers for Medicare Crossover Claims

The Contractor shall comply with pricing methodology as described by TennCare and CMS. The Contractor shall adjudicate a claim to a paid status with \$0 allowed amount if a crossover claim has been paid by Medicare in an amount equal to or greater than Medicaid's rate (maximum-allowed amount) for that service. The Contractor's payment, combined with the Medicare payment, will not exceed the lower of either the Medicare or Medicaid (amount determined by TennCare) allowed amount

**A.2.14 UTILIZATION MANAGEMENT (UM)**

2.14.1 General

2.14.1.1 The Contractor shall develop and maintain a Utilization Management (UM) program which shall be documented in writing. As part of this program the Contractor shall have policies and procedures with defined structures and processes. The UM program shall assign responsibility to appropriate individuals including a designated senior physician and shall involve a designated behavioral health care practitioner in the implementation of behavioral health aspects of the program and a designated long-term care professional in the implementation of the long-term care aspects of the program.

- 2.14.1.1.1 In accordance with 42 CFR 438.910(d), the Contractor shall not impose NQTLs for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of the Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification.
- 2.14.1.2 The UM program shall be supported by an associated work plan and shall be evaluated annually and updated as necessary.
- 2.14.1.2.1 The UM program description, work plan and program evaluation shall be exclusive to TennCare and shall not contain documentation from other state Medicaid programs or product lines operated by the Contractor.
- 2.14.1.3 The UM program, including the UM program description, associated work plan, and annual evaluation shall address Emergency Department (ED) utilization and ED diversion efforts.
- 2.14.1.4 The Contractor's UM program shall include distinct policies and procedures regarding long-term care services and shall specify as applicable the responsibilities and scope of authority of care coordinators in authorizing long-term care services and in submitting service authorizations to providers and/or the FEA for service delivery.
- 2.14.1.5 The Contractor shall notify all contract providers of and enforce compliance with all provisions relating to UM procedures.
- 2.14.1.6 The UM program shall have criteria that:
  - 2.14.1.6.1 Are objective and based on medical, behavioral health and/or long-term care evidence, to the extent possible;
  - 2.14.1.6.2 Are applied based on individual needs;
  - 2.14.1.6.3 Are applied based on an assessment of the local delivery system;
  - 2.14.1.6.4 Involve appropriate practitioners in developing, adopting and reviewing them;
  - 2.14.1.6.5 Assure family planning services are provided in a manner that protects and enables the member's freedom to choose the method of family planning to be used; and
  - 2.14.1.6.6 Are annually reviewed and up-dated as appropriate.
- 2.14.1.7 For long-term care services, the Contractor's UM program shall have criteria that are consistent with the guiding principles set forth in T.C.A. 71-5-1402 and shall take into consideration the member's preference regarding cost-effective long-term care services and settings.

- 2.14.1.8 The Contractor shall use appropriately licensed professionals to supervise all medical necessity decisions and specify the type of personnel responsible for each level of UM, including prior authorization and decision making. The Contractor shall have written procedures documenting access to Board Certified Consultants to assist in making medical necessity determinations. Any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested shall be made by a physical health or behavioral health care professional who has appropriate clinical expertise in treating the member's condition or disease or, in the case of long-term care services, a long-term care professional who has appropriate expertise in providing long-term care services.
- 2.14.1.9 The Contractor shall use written criteria based on sound clinical evidence to make utilization decisions. The written criteria shall specify procedures for appropriately applying the criteria. The criteria must be in accordance with NCQA standards and requirements. The Contractor shall apply objective and evidence-based criteria and take individual circumstances and the local delivery into account when determining the medical appropriateness of health care services.
- 2.14.1.10 The Contractor shall have mechanisms in place to ensure that required services are not arbitrarily denied or reduced in amount, duration, or scope solely because of the diagnosis, type of illness, or condition.
- 2.14.1.11 The Contractor shall assure, consistent with 42 CFR 438.3, 42 CFR 422.208 and 422.210, that compensation to individuals or entities that conduct UM activities is not structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary covered services to any member.
- 2.14.1.12 As part of the provider survey required by Section A.2.18.7.4, the Contractor shall assess provider/office staff satisfaction with UM processes to identify areas for improvement.
- 2.14.1.13 Inpatient Care
- The Contractor shall provide for methods of assuring the appropriateness of inpatient care. Such methodologies shall be based on individualized determinations of medical necessity in accordance with UM policies and procedures and, at a minimum, shall include the items specified in subparagraphs 2.14.1.13.1 through 2.14.1.13.5 below:
- 2.14.1.13.1 Pre-admission certification process for non-emergency admissions;
- 2.14.1.13.2 A concurrent review program to monitor and review continued inpatient hospitalization, length of stay, or diagnostic ancillary services regarding their appropriateness and medical necessity. In addition, the Contractor shall have a process in place to determine for emergency admissions, based upon medical criteria, if and when a member can be transferred to a contract facility in the network, if presently in a non-contract facility;

- 2.14.1.13.3 Admission review for urgent and/or emergency admissions, on a retroactive basis when necessary, in order to determine if the admission is medically necessary and if the requested length of stay for the admission is reasonable based upon an individualized determination of medical necessity. Such reviews shall not result in delays in the provision of medically necessary urgent or emergency care;
- 2.14.1.13.4 Restrictions against requiring pre-admission certification for admissions for the normal delivery of children; and
- 2.14.1.13.5 Prospective review of same day surgery procedures.

2.14.1.14 Nursing Facility

- 2.14.1.14.1 The Contractor shall be responsible for monitoring the member's continued need for and receipt of skilled and/or rehabilitative services in a NF only when approval of NF LOC is conditioned on the receipt of such services, and in such case, when skilled and/or rehabilitative services are no longer medically necessary, shall submit information needed by TennCare to reevaluate the member's level of care (i.e., reimbursement) for nursing facility services.

2.14.1.15 Emergency Department (ED) Utilization

The Contractor shall utilize the following guidelines in identifying and managing care for members who are determined to have excessive and/or inappropriate ED utilization:

- 2.14.1.15.1 Review ED utilization data, at a minimum, every six (6) months to identify members with utilization exceeding the threshold defined by TennCare as ten (10) or more visits in the defined six (6) month period (January through June and July through December);
- 2.14.1.15.2 Enroll non-CHOICES members whose utilization exceeds the threshold of ED visits defined by TennCare in the previous six (6) month period in the appropriate level of Population Health services (see Section 2.8.4 of this Contract) and may use the information to identify members who may be eligible for CHOICES in accordance with the requirements in Section 2.9.7.3 if appropriate;
- 2.14.1.15.3 For CHOICES members whose utilization exceeds the threshold of ED visits defined by TennCare in the previous six (6) month period, the care coordinator shall conduct appropriate follow-up to identify the issues causing frequent ED utilization and determine appropriate next steps. For members in CHOICES Group 1, appropriate next steps may include communication with the nursing facility to determine interventions to better manage the member's condition. For members in CHOICES Groups 2 and 3, appropriate next steps may include modifications to the member's plan of care in order to address service delivery needs and better manage the member's condition. For members in a 1915(c) waiver or receiving ICF/IID services, the Contractor shall work with the independent support coordinator, DIDD case manager, or ICF/IID provider to

determine appropriate next steps to address service delivery needs and better manage the member's condition.

2.14.1.15.4 As appropriate, make contact with members whose utilization exceeded the threshold of ED visits defined by TennCare in the previous six (6) month period and their primary care providers for the purpose of providing education on appropriate ED utilization; and

2.14.1.15.5 Assess the most likely cause of high utilization and develop a Population Health Complex Case Management (see Section 2.8.4 of this Contract) plan based on results of the assessment for each non-CHOICES member.

2.14.1.16 Hospitalizations and Surgeries

The Contractor shall comply with any applicable federal and state laws or rules related to length of hospital stay. TennCare will closely monitor encounter data related to length of stay and re-admissions to identify potential problems. If indicated, TennCare may conduct special studies to assess the appropriateness of hospital discharges.

2.14.1.17 High-Cost Specialty Drug Utilization Management Program For Physician-Administered Drugs

2.14.1.17.1 At the direction of TennCare, the Contractor shall develop and deliver a parity-based Utilization Management strategy for state-identified high-cost specialty drugs administered under a physician's supervision or high-cost disease states utilizing significant pharmaceutical treatment under a physician's supervision

2.14.2 Prior Authorization for Physical Health and Behavioral Health Covered Services

2.14.2.1 The Contractor shall have in place, and follow, written policies and procedures for processing requests for initial and continuing prior authorizations of services and have in effect mechanisms to ensure consistent application of review criteria for prior authorization decisions. The policies and procedures shall provide for consultation with the requesting provider when appropriate. If prior authorization of a service is granted by the Contractor and the service is provided, payment for the prior authorized service shall not be denied based on the lack of medical necessity, assuming that the member is eligible on the date of service, unless it is determined that the facts at the time of the denial of payment are significantly different than the circumstances which were described at the time that prior authorization was granted.

2.14.2.2 Prior authorization for home health nurse, home health aide and private duty nursing services shall comply with TennCare rules and regulations, including service definitions in TennCare Rule 1200-13-13-.01, medical necessity requirements at 1200-13-16, and specific prior authorization requirements at 1200-13-13-.04(6).

2.14.2.3 Prior authorization requests shall be processed in accordance with 42 CFR § 438.210(d) and the guidelines described in TennCare rules and regulations which include, but are not

limited to, provisions regarding decisions, notices, medical contraindication, and the failure of an MCO to act timely upon a request. If the Contractor determines that following the standard authorization time frame could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited service authorization decision and provide notice as expeditiously as the enrollee's health condition requires and no later than seventy-two (72) hours after receipt of the request for service. See 42 C.F.R. §438.210(d)(2)(i); 42 C.F.R. §438.404(c)(6).

2.14.2.4 The Contractor's prior authorization requirements shall comply with the requirements for parity in mental health and substance use disorder benefits in 42 CFR 438.910(d). TennCare may request copies of the Contractor's policies and procedures to assure compliance with 42 CFR, Subpart K.

2.14.3 Referrals for Physical Health and Behavioral Health

2.14.3.1 Except as provided in Section 2.14.4, the Contractor may require members to seek a referral from their PCP prior to accessing non-emergency specialty physical health services.

2.14.3.2 If the Contractor requires members to obtain PCP referral, the Contractor may exempt certain services, identified by the Contractor in the member handbook, from PCP referral.

2.14.3.3 For members determined to need a course of treatment or regular care monitoring, the Contractor shall have a mechanism in place to allow members to directly access a specialist as appropriate for the members' condition and identified needs.

2.14.3.4 The Contractor shall not require that a woman go in for an office visit with her PCP in order to obtain the referral for prenatal care.

2.14.3.5 Referral Provider Listing

2.14.3.5.1 The Contractor shall provide all PCPs with information on how to access a current listing of referral providers, including behavioral health providers, as well as the right to request a hard copy at least thirty (30) calendar days prior to the Start Date of Operations. Thereafter the Contractor shall provide notification to PCPs regarding how to access and request a hard copy of an updated version of the listing on a quarterly basis. The Contractor shall maintain an updated electronic, web-accessible version of the referral provider listing.

2.14.3.5.2 The referral provider listing shall be in the format specified by TennCare for the provider directory in Section 2.17.8.

2.14.3.5.3 As required in Section 2.30.11.4, the Contractor shall submit to TennCare a copy of the notification regarding the referral provider listing, a data file of the provider information in a media and format described by TennCare, and documentation regarding mailing.

2.14.4 Exceptions to Prior Authorization and/or Referrals for Physical Health and Behavioral Health

2.14.4.1 Emergency and Post-Stabilization Care Services

The Contractor shall provide Emergency Services without requiring prior authorization or PCP referral, as described in Section 2.7.1, regardless of whether these services are provided by a contract or non-contract provider. The Contractor shall provide post-stabilization care services (as defined in Section A.1) in accordance with 42 CFR 422.113.

2.14.4.2 TennCare Kids

The Contractor shall not require prior authorization or PCP referral for the provision of TennCare Kids screening services.

2.14.4.3 Access to Women's Health Specialists

The Contractor shall allow female members direct access (without requiring a referral) to a women's health specialist who is a contract provider for covered services necessary to provide women's routine and preventive health care services. This is in addition to the member's designated source of primary care if that source is not a women's health specialist.

2.14.4.4 Behavioral Health Services

The Contractor shall not require a PCP referral for members to access a behavioral health provider.

2.14.4.5 Transition of New Members

Pursuant to the requirements in Section 2.9.2 regarding transition of new members, the Contractor shall provide for the continuation of medically necessary covered services regardless of prior authorization or referral requirements. However, as provided in Section 2.9.2, in certain circumstances the Contractor may require prior authorization for continuation of services beyond the initial thirty (30) days.

2.14.4.6 Individualized Education Program (IEP) Services

The Contractor shall allow LEAs to obtain a referral or order from the child's Tennessee-licensed physical therapists, occupational therapists, speech-language pathologists, or audiologists who has appropriately evaluated and assessed the child for IEP services, or alternatively, the child's Primary Care Provider (PCP) or treating provider for the provision of physical therapy, occupational therapy, speech therapy, or audiology services in the IEP.

2.14.5 Authorization of Long-Term Care Services

- 2.14.5.1 The Contractor shall have in place an authorization process for covered long-term care services and cost-effective alternative services that is separate from but integrated with the Contractor's prior authorization process for covered physical health and Behavioral Health Services (See section 2.9.7 of this Contract).
- 2.14.5.2 The Contractor may decide whether it will issue service authorizations for nursing facility services, or whether it will instead process claims for such services in accordance with the level of care (i.e., reimbursement, including the duration of such level of reimbursement) approved by TennCare (see Section 2.14.1.14.1).
- 2.14.5.3 The Contractor shall have in place an authorized process for ICF/IID services for eligible members as approved by TennCare.
- 2.14.5.4 The Contractor shall authorize and initiate CHOICES HCBS for CHOICES members and 1915(c) waiver HCBS for 1915(c) waiver members within the time frames by TennCare.
- 2.14.5.5 The Contractor shall not require that CHOICES or 1915(c) waiver HCBS except Specialized Consultation and Training services, Medical Residential, nursing services, therapy services, and any other service as required by State law or regulation, as applicable be ordered by a treating physician, but may consult with the treating physician as appropriate regarding the member's physical health, behavioral health, and long-term care needs and in order to facilitate communication and coordination regarding the member's physical health, behavioral health, and long-term services and supports. Participation by such providers in the person-centered planning process shall not require a physician's order, except as required pursuant to state law or regulation.
- 2.14.5.6 For non-CHOICES members receiving care in non-contract nursing facilities authorized by the Contractor as a cost-effective alternative, the Contractor shall reimburse services in accordance with its authorization until such time that the member is no longer eligible for services, is enrolled in CHOICES, or such care is no longer medically necessary or cost-effective.
- 2.14.5.7 The Contractor may determine the duration of time for which CHOICES and 1915(c) waiver HCBS will be authorized, as applicable once the Contractor assumes responsibility for these functions for 1915(c) waiver services. Additionally, the Contractor shall be responsible for monitoring its authorizations and for ensuring that there are no gaps in authorizations for CHOICES or 1915(c) waiver HCBS in accordance with the PCSP including transition from the CHOICES or 1915(c) waiver HCBS that are immediately needed by the member to CHOICES or 1915(c) waiver HCBS in the PCSP that are needed on an ongoing basis. The Contractor shall further be responsible for ensuring that service authorizations are consistent with the plan of care, including the schedule at which services are needed and any updates to the plan of care and/or schedule, and except in the following circumstance, for notifying providers in advance when a service authorization (including a schedule) will be changed. Retroactive entry or adjustments in service authorizations for CHOICES or 1915(c) waiver HCBS should be made only when required to accommodate



payment of services that had been authorized but an adjustment in the schedule of services was required based on the member's needs.

2.14.5.8 The Contractor shall determine medical necessity of ventilator weaning and short term tracheal suctioning for individuals recently weaned from a ventilator, but who still require intensive respiratory intervention. TennCare shall determine medical necessity of chronic ventilator care and tracheal suctioning other than short-term tracheal suctioning following recent ventilator weaning through the PAE process.

2.14.5.9 The Contractor shall provide authorization for Enhanced Respiratory Care (ERC) reimbursement rates based upon medical necessity. Prior to authorizing ERC reimbursement, the Contractor shall also confirm that the NF has an available bed licensed by the Tennessee Department of Health specifically for the provision of ventilator weaning or chronic ventilator care or tracheal suctioning, as applicable, and that authorizing reimbursement at those rates for a member to receive those services would not cause the facility to exceed the number of beds licensed for such specialized ERC on any given day. The Contractor must also provide authorizations for ERC reimbursement specific to the service being requested: ventilator weaning, chronic ventilator care, and/or tracheal suctioning. The Contractor shall not provide a broad ERC authorization that fails to specify which rate is being approved.

2.14.6 Transition of Members Receiving Long-Term Care Services at the Time of CHOICES Implementation

For members enrolling in CHOICES as of the date of CHOICES implementation, the Contractor shall be responsible for continuing to provide the long-term care services previously authorized for the member, as specified in Section 2.9.3 of this Contract.

2.14.7 Notice of Adverse Benefit Determination Requirements

2.14.7.1 In accordance with 42 C.F.R. 438.210(c), the Contractor must notify the requesting provider, and give the enrollee written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. The Notice of Adverse Benefit Determination must meet the requirements set forth in section 2.19.2.

2.14.7.2 The Contractor shall comply with all member notice provisions in TennCare rules and regulations.

2.14.7.3 The Contractor shall issue appropriate notice prior to any Contractor-initiated decision to reduce or terminate CHOICES or non-CHOICES nursing facility services and shall comply with all federal court orders, and federal and state laws and regulations regarding members' transfer or discharge from nursing facilities.

2.14.8 Medical History Information Requirements

2.14.8.1 The Contractor is responsible for eliciting pertinent medical history information from the treating provider(s), as needed, for purposes of making medical necessity determinations. With respect to CHOICES and 1915(c) waiver HCBS which are not primarily medical in nature, pertinent medical history shall include assessments, case notes, and documentation of service delivery by HCBS providers. Medical information from the treating physician may also be pertinent in better understanding the member's functional needs. The Contractor shall take action (e.g., sending a Contractor representative to obtain the information and/or discuss the issue with the provider, imposing financial penalties against the provider, etc.), to address the problem if a treating provider is uncooperative in supplying needed information. The Contractor shall make documentation of such action available to TennCare, upon request. Providers who do not provide requested information for purposes of making a medical necessity determination for a particular item or service shall not be entitled to payment for the provision of such item or service.

2.14.8.2 Upon request by TennCare, the Contractor shall provide TennCare with individualized medical record information from the treating provider(s). The Contractor shall take whatever action necessary to fulfill this responsibility within the required appeal time lines as specified by TennCare and/or applicable TennCare rules and regulations, up to and including going to the provider's office to obtain the medical record information. Should a provider fail or refuse to respond to the Contractor's efforts to obtain medical information, and the appeal is decided in favor of the member, at the Contractor's discretion or a directive by TennCare, the Contractor shall impose financial penalties against the provider as appropriate.

#### 2.14.9 PCP Profiling

The Contractor shall profile its PCPs. Further, the Contractor shall investigate the circumstances surrounding PCPs who appear to be operating outside peer norms and shall intervene, as appropriate, when utilization or quality of care issues are identified. As part of these profiling activities, the Contractor shall analyze utilization data, including but not limited to, information provided to the Contractor by TennCare, and report back information as requested by TennCare. PCP profiling shall include, but not be limited to the following areas:

##### 2.14.9.1 Utilization of Non-Contract Providers

The Contractor shall maintain a procedure to identify and evaluate member utilization of services provided by non-contract providers by PCP panel.

##### 2.14.9.2 Specialist Referrals

The Contractor shall maintain a procedure to identify and evaluate member specialty provider utilization by PCP panel.

##### 2.14.9.3 Emergency Room Utilization

The Contractor shall maintain a procedure to identify and evaluate member emergency room utilization by PCP panel. As provided in Section 2.14.1.15 of this Contract, members who establish a pattern of accessing emergency room services shall be referred to the appropriate Population Health Program for follow-up services.

2.14.9.4 Inpatient Admissions

The Contractor shall maintain a procedure to identify and evaluate member utilization of inpatient services by PCP panel.

2.14.9.5 Pharmacy Utilization

At a minimum, the Contractor shall profile PCP prescribing patterns for generic versus brand name and the number of narcotic prescriptions written. In addition, the Contractor shall comply with the requirements in Section 2.9.12 of this Contract.

2.14.9.6 Advanced Imaging Procedures

The Contractor shall profile the utilization of advanced imaging procedures by PCP panel. Advanced imaging procedures include: PET Scans; CAT Scans and MRIs.

2.14.9.7 PCP Visits

The Contractor shall profile the average number of visits per member assigned to each PCP.

**A.2.15 QUALITY MANAGEMENT/QUALITY IMPROVEMENT**

2.15.1 Quality Management/Quality Improvement (QM/QI) Program

2.15.1.1 The Contractor shall have a written Quality Management/Quality Improvement (QM/QI) program that clearly defines its quality improvement structures and processes and assigns responsibility to appropriate individuals. Program documents must include all of the elements listed below and shall include a separate section on CHOICES care coordination. This QM/QI program shall use as a guideline the current NCQA Standards and Guidelines for the Accreditation of MCOs and shall include the Contractor's plan for improving patient safety. This means at a minimum that the QM/QI program shall:

2.15.1.1.1 Address physical health, behavioral health, and long-term care services;

2.15.1.1.2 Be accountable to the Contractor's board of directors and executive management team;

2.15.1.1.3 Have substantial involvement of a designated physician and designated behavioral health practitioner;

2.15.1.1.4 Have an annual work plan;

2.15.1.1.5 Have resources – staffing, data sources and analytical resources – devoted to it;

2.15.1.1.6 Be evaluated annually and updated as appropriate; and

- 2.15.1.1.7 The QM/QI program description, work plan and program evaluation shall be exclusive to TennCare and shall not contain documentation from other state Medicaid programs or product lines operated by the Contractor.
- 2.15.1.2 The Contractor shall make all information about its QM/QI program available to providers and members.
- 2.15.1.3 As part of the QM/QI program, the Contractor shall collect information on providers' actions to improve patient safety and make performance data available to providers and members.
- 2.15.1.4 Any changes to the QM/QI program structure shall require prior written approval from TennCare. The QM/QI program description, associated work plan, and annual evaluation of the QM/QI Program shall be submitted to TennCare as required in Section 2.30.12.1, Reporting Requirements.
- 2.15.1.5 The Contractor shall use the results of QM/QI activities to improve the quality of physical health, behavioral health, and long-term care service delivery with appropriate input from providers and members.
- 2.15.1.6 The Contractor shall take appropriate action to address service delivery, provider, and other QM/QI issues as they are identified.
- 2.15.1.6.1 The Contractor may be required to conduct special focus studies as requested by TennCare.
- 2.15.1.6.2 The Contractor shall participate in workgroups and agree to establish and implement policies and procedures, including billing and reimbursement, that are agreed to and/or described by TennCare in order to address specific quality concerns. These initiatives shall include but not be limited to identification of prenatal and postpartum visits in a time effective manner especially when a provider bills for total obstetrical care using a global billing code.
- 2.15.1.6.3 The Contractor shall collect data on race and ethnicity. As part of the QM/QI program description, the Contractor shall include the methodology utilized for collecting the data, as well as any interventions taken to enhance the accuracy of the data collected.
- 2.15.1.6.4 The Contractor shall include QM/QI activities to improve healthcare disparities identified through data collection.
- 2.15.1.7 In addition to QM/QI activities as defined in this Section A.2.15, the Contractor's QM/QI program shall incorporate all applicable reporting and monitoring requirements and activities, including but not limited to such activities specified in Sections A.2.25, 2.30, and 2.9.7.14 of this Contract; and shall include discovery and remediation of individual findings, as well as identification and implementation of strategies to make systemic improvements in the delivery and quality of care.

## 2.15.2 QM/QI Committee

2.15.2.1 The Contractor shall have a QM/QI committee which shall include medical, behavioral health, and long-term care staff and contract providers (including medical, behavioral health, and long-term care providers). This committee shall analyze and evaluate the results of QM/QI activities, recommend policy decisions, ensure that providers are involved in the QM/QI program, institute needed action, and ensure that appropriate follow-up occurs.

2.15.2.2 The QM/QI committee shall keep written minutes of all meetings. A copy of the signed and dated written minutes for each meeting shall be available on-file after the completion of the following committee meeting in which the minutes are approved and shall be available for review upon request and during the annual on-site EQRO review and/or NCQA accreditation review.

2.15.2.3 The Contractor shall provide the Chief Medical Officer of TennCare with ten (10) calendar days advance notice of all regularly scheduled meetings of the QM/QI committee. To the extent allowed by law, the Chief Medical Officer of TennCare, or their designee, may attend the QM/QI committee meetings at their option.

## 2.15.3 Performance Improvement Projects (PIPs)

2.15.3.1 The Contractor shall perform at least two (2) clinical and three (3) non-clinical PIPs each calendar year. Clinical PIPs include projects focusing on prevention and care of acute and chronic conditions, high-volume services, high-risk services, and continuity and coordination of care; non-clinical PIPs include projects focusing on availability, accessibility, and cultural competency of services, interpersonal aspects of care, and appeals, grievances, and other complaints.

2.15.3.1.1 The two (2) clinical PIPs shall include one (1) in the area of behavioral health that is relevant to one of the Population Health programs for bipolar disorder, major depression, or schizophrenia and one (1) in the area of either child health or perinatal (prenatal/postpartum) health. The Contractor shall clearly label each PIP as to the area addressed.

2.15.3.1.2 Based on the State's CMS-416 MCO report, if the Contractor has an overall rate below eighty percent (80%) the Contractor shall submit a PIP on EPSDT Screening and Community outreach plans in addition to the above required PIP's. The Contractor shall use existing processes, methodologies, and protocols, including the CMS protocols. The Contractor shall clearly label the EPSDT PIP as such.

2.15.3.2 The Contractor shall ensure that CMS protocols for PIPs are followed and that all steps outlined in the CMS protocols for performance improvement projects are documented.

2.15.3.3 The Contractor shall identify benchmarks and set achievable performance goals for each of its PIPs. The Contractor shall identify and implement intervention and improvement strategies for achieving the performance goal set for each PIP and promoting sustained improvements.

- 2.15.3.4 The Contractor shall report on PIPs as required in Section 2.30.12.1 and 2.30.12.1.1, Reporting Requirements and in accordance with CMS EQRO Protocols.
- 2.15.3.5 After three (3) years, the Contractor shall, using evaluation criteria established by TennCare, determine if one or all of the PIPs should be continued. Prior to discontinuing a PIP, the Contractor shall identify a new PIP and along with a rationale, shall receive TennCare's approval to discontinue the previous PIP and perform the new PIP.
- 2.15.3.6 The Contractor shall submit preliminary PIP topics to TennCare for approval or denial by March 31 (end of quarter 1). The Contractor shall clearly categorize and label each PIP into the area that it addresses. In addition, the Contractor shall indicate the current measurement year (Baseline, Y1, Y2, Y3, Extension Y4, or Extension Y5) for each PIP. The Contractor shall also include the rationale for selection of each new PIP topic.

#### 2.15.4 Clinical Practice Guidelines

The Contractor shall utilize evidence-based clinical practice guidelines as required by 42 CFR 438.236 in its Population Health Programs (see Section 2.8.6 of this Contract). The guidelines shall be reviewed and revised whenever the guidelines change and at least every two (2) years. The Contractor shall provide copies of clinical practice guidelines to enrollees upon request. The Contractor is required to maintain an archive of its clinical practice guidelines for a period of five (5) years. Such archive shall contain each clinical guideline as originally issued so that the actual guidelines for prior years are retained for Program Integrity purposes.

#### 2.15.5 NCQA Accreditation

- 2.15.5.1 The Contractor shall maintain NCQA accreditation throughout the period of this Contract.
- 2.15.5.2 The Contractor shall also obtain or maintain NCQA Distinction in Multicultural Health Care within the same timeline as the overall NCQA Accreditation. Upon expiration of the distinction, Contractor shall obtain and maintain NCQA Distinction in Health Equity or Health Equity Plus.
- 2.15.5.3 Following accreditation or re-accreditation, the Contractor must submit a copy of the bound report from NCQA to TennCare within ten (10) days of receipt of the report.
- 2.15.5.4 Failure to maintain NCQA Accreditation shall be considered a breach of this Contract and shall result in termination of this Contract in accordance with the terms set forth in Section E.4 of this Contract. Achievement of provisional accreditation status shall require a Corrective Action Plan within thirty (30) calendar days of receipt of notification from NCQA and may result in termination of this Contract in accordance with Section E.4 of this Contract.
- 2.15.5.5 The Contractor shall assure the NCQA Accreditation Report is provided to TennCare for each accreditation cycle within ten (10) days of receipt of the report from NCQA. Updates of accreditation status, based on annual HEDIS scores must also be submitted within ten (10) days of receipt.

#### 2.15.6 HEDIS and CAHPS

- 2.15.6.1 Annually, the Contractor shall complete all HEDIS measures designated by NCQA as relevant to Medicaid. The only exclusion from the complete Medicaid HEDIS data set shall be dental measures. The Contractor shall complete all HEDIS ECDS measures beginning in 2022 (measurement year 2021). The Contractor shall contract with an NCQA certified HEDIS auditor to validate the processes of the Contractor in accordance with NCQA requirements. Audited HEDIS results shall be submitted to TennCare, NCQA and TennCare's EQRO annually by June 15 of each calendar year.
- 2.15.6.1.1 The Contractor shall utilize the Hybrid methodology (i.e., gathered from administrative and medical record data) as the data collection method for any Medicaid HEDIS measure containing Hybrid Specifications as identified by NCQA. If, in the event the Contractor fails to pass the medical record review for any given standard and NCQA mandates administrative data must be submitted instead of hybrid, the administrative data may be used.
- 2.15.6.1.2 The Contractor shall submit to TennCare by June 15 of each calendar year a detailed explanation for any Medicaid HEDIS measure marked as "Not Reported". The Contractor shall submit using a template provided by TennCare.
- 2.15.6.2 Annually, the Contractor shall conduct a CAHPS survey. The Contractor shall enter into an agreement with a vendor that is certified by NCQA to perform CAHPS surveys. The Contractor's vendor shall perform the CAHPS adult survey, CAHPS child survey and the CAHPS children with chronic conditions survey using the most current CAHPS version specified by NCQA. The Contractor's CAHPS vendor shall allow all members to take the CAHPS surveys and provide language and communication assistance services to all members regardless of whether the CAHPS survey results are reportable to the NCQA. Survey results shall be reported to TennCare separately for each required CAHPS survey listed above. For each report, the Contractor shall separately provide the reportable and nonreportable survey results to TennCare in a format approved by TennCare. Survey results shall be submitted to TennCare, NCQA and TennCare's EQRO annually by June 15 of each calendar year.
- 2.15.7 Reportable Event and Critical Incident Reporting and Management
- 2.15.7.1 CHOICES Groups 2 and 3, I/DD MLTSS Programs, and Katie Beckett Reportable Event Reporting and Management
- 2.15.7.1.1 The Contractor shall develop and implement in coordination with DIDD a reportable event reporting and management system for Reportable Events involving CHOICES Groups 2 and 3, I/DD MLTSS Programs, and Katie Beckett members that occur in a home and community-based long-term services and supports service delivery setting, including: community-based residential alternatives; adult day care centers; other CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS provider sites; and a member's home or any other community-based setting. Reportable Events shall include Reportable Events that occur during the provision of covered CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS and Reportable Events that are discovered or witnessed by the Contractor, provider, or FEA staff, regardless of whether the provider is believed to be responsible for

the Reportable Event and/or other HCBS system factors are believed to have contributed to the Reportable Event.

- 2.15.7.1.2 The Contractor in coordination with DIDD shall identify and track Reportable Events and shall review and analyze Reportable Events to identify and address potential and actual quality of care and/or health and safety issues. The Contractor shall regularly review the number and types of Reportable Events (including, for example, the number and type of Reportable Events across settings, providers, and provider types) and findings from investigations (including findings from APS and CPS if available); identify trends and patterns; identify opportunities for improvement; and develop and implement strategies to reduce the occurrence of Reportable Events and improve the quality of CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS.
- 2.15.7.1.3 Reportable Events, for the purposes of CHOICES Groups 2 and 3, I/DD MLTSS Programs, and the Katie Beckett program, shall be stratified into three groups: Tier 1, Tier 2, and Additional Reportable Events. Reportable Events shall include the following Reportable Events when they occur in a home and community-based long-term services and supports delivery setting (as defined in Section 2.15.7.1.1. above).
  - 2.15.7.1.3.1 Tier 1 Reportable Events shall include the following:
    - 2.15.7.1.3.1.1 Any event involving alleged wrongful conduct affecting the person by acts or omissions of abuse, neglect, exploitation, or misappropriation of money or property, and resulted in one or more of the following consequences to the person : death, serious injury, or physical harm; physical or sexual abuse; significant pain, intimidation or mental anguish that required medical intervention or loss of funds or property one thousand dollars (\$1,000) in value. Notice is given to the DIDD Abuse Hotline as soon as possible but within four (4) hours, and a typed report is submitted by the Event Management Coordinator (EMC) to the DIDD Event Management Unit at Central Office and the MCO within one (1) business day. For purposes of this section, abuse, neglect, and exploitation shall be defined as in T.C.A. 33-2-402 and implemented as specified in TennCare protocol. Sexual abuse includes sexual battery by an authority figure as defined in T.C.A. 39-13-527;
    - 2.15.7.1.3.1.2 All allegations of sexual abuse;
    - 2.15.7.1.3.1.3 Allegations of physical, emotional, or psychological abuse that required medical intervention or treatment;
    - 2.15.7.1.3.1.4 Allegations of neglect that required medical intervention or treatment, and all neglect that is potentially felonious in nature when there is not an injury;
    - 2.15.7.1.3.1.5 All unexplained or unexpected deaths including suicide;
    - 2.15.7.1.3.1.6 A suspicious injury where abuse or neglect is suspected and required medical treatment or intervention, and the nature of the injury does not coincide with explanation of how the injury was sustained;



- 2.15.7.1.3.1.7 Serious injury of an unknown cause. For purposes of this section, serious injury shall mean an injury that requires assessment and treatment beyond first aid that can be administered by a lay person. Assessment and treatment for a serious injury is in a hospital emergency room, in an urgent care center, or from a physician, nurse practitioner, or physician's assistant and/or nurse. Includes, but not limited to: decubitus ulcers, fractures, dislocations, concussions, cuts or lacerations requiring sutures, staples, or Dermabond; torn ligaments (e.g., severe sprain) or torn muscles or tendons (e.g., severe strain) requiring surgical repair, 2nd and 3rd degree burns, and loss of consciousness. Serious injuries can be both known and unknown; and
- 2.15.7.1.3.1.8 Exploitation by provider personnel (employees or volunteers) of more than \$1,000 (Class E felony).
- 2.15.7.1.3.2 Tier 2 Reportable Events shall include the following:
- 2.15.7.1.3.2.1 Any event involving alleged wrongful conduct affecting the person by acts or omissions of abuse, neglect, exploitation, or misappropriation of money or property, and resulted in one or more of the following consequences to the person: intimidation or mental anguish; probable risk of serious harm; loss of funds or property between \$250 and \$1,000 in value or prescription-controlled medications regardless of value; or, through supervision neglect harming a citizen in the community or engaging in criminal acts resulting in arrest and confinement. The person did not require medical intervention/treatment and is not at continued risk of serious harm. Notice is given to the provider EMC and administrator, and a typed report is submitted by the EMC to the DIDD Event Management Unit at Central Office and the MCO within one (1) business day.
- 2.15.7.1.3.2.2 Allegations of physical abuse, emotional/psychological abuse, or neglect that do not require medical intervention or treatment, including allegations that provider personnel (e.g., employees, volunteers) engaged in disrespectful or inappropriate communication about a person [e.g., humiliation, harassment, threats of punishment or deprivation, intimidation or demeaning or derogatory communication (vocal, written, gestures)], or any other similar acts that do not meet the definition of emotional or psychological abuse and which are directed to or within eyesight or audible range of the person supported (the Contractor shall include such complaints in the Contractor's non-discrimination reporting pursuant to 2.30.21.3.2.1);
- 2.15.7.1.3.2.3 Suspicious Injury in which abuse/neglect is suspected but did not require medical treatment or intervention;
- 2.15.7.1.3.2.4 The deliberate misplacement, exploitation, or wrongful, temporary or permanent use of belongings or money valued between \$250 and \$1,000, i.e. less than the threshold for misappropriation.
- 2.15.7.1.4 The Contractor shall require its staff and contract CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS providers and the FEA, as applicable, to report, respond to, and document Tier 1, Tier 2, and Additional Reportable Events and Interventions as specified

in this Contract and in TennCare protocol. This shall include, but not be limited to the following:

- 2.15.7.1.4.1 Requiring that the Contractor's staff and contract CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS providers report Tier 1, Tier 2, and Additional Reportable Events and Interventions to the Contractor in accordance with applicable requirements.
- 2.15.7.1.4.2 HCBS providers report all Tier 1 Reportable Events to DIDD verbally via the DIDD Abuse Hotline within four (4) hours of witnessing or discovering the Tier 1 Reportable Event. The Contractor shall provide DIDD with the individual's most recent PCSP as soon as possible, but no later than two (2) hours after request from DIDD following a report or notification of a Tier 1 Reportable Event. The Contractor shall require such providers to submit a corresponding Reportable Event Form (REF) as prescribed by TennCare and DIDD for Tier 1 Reportable Events within one (1) business day of the Hotline report. The Contractor shall also require that such providers provide initial notification to the Contractor using the Reportable Event Form for all Tier 2 Reportable Events within one (1) business day from the date of witnessing or discovering the Tier 2 Reportable Event.
- 2.15.7.1.4.3 Requiring that its staff and contract CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS providers immediately (which shall not exceed twenty-four hours) take steps to prevent further harm to any and all members and respond to any emergency needs of members. Excluding when an exception is granted by DIDD, providers are required to immediately remove an employee or volunteer alleged to have acted in a manner consistent with sexual abuse or physical abuse resulting in medical treatment, named in a Tier 1 Reportable Event that DIDD opens for investigation, from providing direct support to any person(s) supported until DIDD has completed their investigation, either by placing the named employee or volunteer on administrative leave or in another position in which he or she does not have direct contact with, or supervisory responsibility for, a person(s). Providers may, pursuant to agency policies, choose to remove staff concerning other events at their discretion, pending completion of the investigation.
- 2.15.7.1.4.4 Requiring that if the Contractor receives notice of a Reportable Event from an individual who is not Contractor, FEA, or provider staff (e.g., a caregiver, family member, etc.), then the Contractor shall notify DIDD of the Reportable Event as detailed in Section 2.15.7.1.4.2.
- 2.15.7.1.4.5 Requiring that suspected abuse, neglect, and exploitation of members who are adults is immediately reported in accordance with T.C.A. 71-6-103 and suspected brutality, abuse, or neglect of members who are children is immediately reported in accordance with T.C.A. 37-1-403 or T.C.A. 37-1-605 as applicable.
- 2.15.7.1.4.6 Requiring that contract CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS providers with a reportable event conduct an internal reportable event investigation for Tier 2 Reportable Events and submit a report on the investigation within the time frame specified by the Contractor. The time frame for submitting the report shall be as soon as possible, may be based on the severity of the event, and, except under extenuating

circumstances, shall be no more than twenty-five (25) calendar days after the anchor date of the event. The Contractor shall review the provider's report and follow-up with the provider as prescribed by the REM protocol.

- 2.15.7.1.4.7 Requiring that its staff and contract CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS providers cooperate with any investigation conducted by the Contractor or outside agencies (e.g., TennCare, APS, CPS, and law enforcement).
- 2.15.7.1.4.8 Defining the role and responsibilities of the fiscal employer agent (see definition in Section 1) in reporting, any reportable events, which shall include reporting events as prescribed by the REM protocol; training employees, contractors of the FEA (including supports brokers), and consumer-directed workers regarding reporting, and cooperating with the investigation of any reportable events; and training consumers and caregivers regarding reportable event reporting and management. Such roles and responsibilities shall be defined in a manner that is consistent with requirements in this Section 2.15.7.1.4 as well as TennCare's contract with the fiscal employer agent and the model contract between the Contractor and the FEA.
- 2.15.7.1.4.9 Reviewing any FEA reports regarding Reportable Events and investigate, as appropriate to determine any necessary corrective actions needed by the member and/or their representative to help ensure the member's health and safety.
- 2.15.7.1.4.10 Providing appropriate training and taking corrective action as needed to ensure its staff, contract CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS providers, the FEA, and workers comply with Reportable Event requirements.
- 2.15.7.1.4.11 Conducting oversight, including but not limited to oversight of its staff, contract CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS providers, and the FEA, to ensure that the Contractor's policies and procedures are being followed and that necessary follow-up is being conducted in a timely manner.
- 2.15.7.1.5 As specified in Section 2.30.12.7, 2.30.12.8, and 2.30.12.9, the Contractor shall submit monthly and quarterly reports to TennCare regarding CHOICES, I/DD MLTSS Programs, and Katie Beckett HCBS Reportable Events.
- 2.15.7.1.6 The Contractor shall require that all contracted CHOICES, I/DD MLTSS Programs, and Katie Beckett providers report the following Additional Reportable Events and Interventions to DIDD and the member's MCO within one (1) business day of witnessing or discovery of the Reportable Event. Additional Reportable Events and Interventions, which are not related to abuse, neglect, or exploitation, are events and interventions that the provider, MCO, or FEA staff shall be responsible for reporting to the MCO and/or DIDD as specified in TennCare protocol. Reporting and review of such Reportable Events is secondary to any medical attention required by the person supported.
- 2.15.7.1.6.1 Reportable Medical Events require treatment at an emergency room or urgent care facility (with the exception of choking episodes requiring physical intervention, which may or may

not be performed by a medical professional at an emergency room or urgent care facility). Shall mean an event that occurs during the delivery of services or discovered during the delivery of services, outside of a diagnosed chronic condition, which requires treatment in an emergency room or urgent care facility. Reportable Medical Events include:

- 2.15.7.1.6.1.1 Deaths (other than those that are unexpected/unexplained);
- 2.15.7.1.6.1.2 Cellulitis;
- 2.15.7.1.6.1.3 Choking episode requiring physical intervention (e.g., use of abdominal thrust or Heimlich maneuver);
- 2.15.7.1.6.1.4 Insect or animal bite requiring treatment by a medical professional;
- 2.15.7.1.6.1.5 Pressure ulcer/Decubitus Ulcer;
- 2.15.7.1.6.1.6 MRSA;
- 2.15.7.1.6.1.7 Fecal impaction;
- 2.15.7.1.6.1.8 Severe dehydration requiring treatment by a medical professional;
- 2.15.7.1.6.1.9 Seizure progressing to status epilepticus;
- 2.15.7.1.6.1.10 Pneumonia;
- 2.15.7.1.6.1.11 Severe allergic reaction requiring treatment by a medical professional;
- 2.15.7.1.6.1.12 Influenza;
- 2.15.7.1.6.1.13 Sepsis;
- 2.15.7.1.6.1.14 Skin Infection (other than Cellulitis and MRSA);
- 2.15.7.1.6.1.15 Urinary Tract Infection;
- 2.15.7.1.6.1.16 Serious Injury of Known Cause. Serious injury shall mean an injury that requires assessment and treatment beyond first aid that can be administered by a lay person. Assessment and treatment for a serious injury is in a hospital emergency room, in an urgent care center, or from a physician, nurse practitioner, or physician's assistant and/or nurse. Includes, but not limited to: decubitus ulcers, fractures, dislocations, concussions, cuts or lacerations requiring sutures, staples, or Dermabond, torn ligaments (e.g., severe sprain) or torn muscles or tendons (e.g., strain) requiring surgical repair, 2nd and 3rd degree burns, and loss of consciousness; and
- 2.15.7.1.6.1.17 Other (Contractor to explain on REF).
- 2.15.7.1.6.2 Reportable Behavioral/Psychiatric Events: Reportable Behavioral Events include Reportable Psychiatric Events. A Reportable Behavioral Event is an event in which a

person presents a challenging action(s) which requires use of a behavior safety intervention or a restrictive behavioral procedure (with the exception of engagement with law enforcement, property destruction exceeding one hundred dollars (\$100), psychiatric admission, sexual aggression, suicide attempt, and reportable behavior involving physical aggression and/or self-injurious behavior resulting in injury to another person, which may or may not involve the use of such interventions/procedures). A REF is required within one (1) business day for an event in which a person presents a challenging action(s) which requires use of a behavioral safety intervention or restrictive behavioral procedure that is not captured as an appropriate response in a plan(s) of care (ex. PCSP, BSP, Behavioral Health Plan of Care, etc.) that pertain(s) to that person. If the use of a behavior safety intervention or a restrictive behavioral procedure is captured as an appropriate response in the person's plan(s) of care (ex. PCSP, BSP, Behavioral Health Plan of Care, etc.), a consolidated REF will be submitted monthly by the Event Management Coordinator. The Provider Reportable Event Review Team (PRERT) is required to review all Reportable Behavioral Events at least monthly to ensure that the utilization of behavioral interventions is appropriate and performed correctly. A Reportable Psychiatric Event is an event in which a person presents evidence of psychiatric destabilization which requires the use of a psychiatric intervention or crisis services (with the exception of engagement with law enforcement, property destruction exceeding one hundred dollars (\$100), psychiatric admission, sexual aggression, suicide attempt, and reportable behavior involving physical aggression and/or self-injurious behavior resulting in injury to another person, which may or may not involve the use of such intervention/services) that is not captured as an appropriate response in a plan(s) of care (ex. PCSP, BSP, Behavioral Health Plan of Care, etc.) that pertain(s) to that persons Reportable Behavioral and Psychiatric Events include:

- 2.15.7.1.6.2.1 Criminal conduct/probable criminal conduct. Criminal Conduct/Probable Criminal Conduct shall mean acts which violate existing criminal codes which lead to or can reasonably be expected to lead to police involvement, arrest, or incarceration of a person using services or an employee, during the provision of services;
- 2.15.7.1.6.2.2 Engagement of law enforcement;
- 2.15.7.1.6.2.3 Sexual aggression;
- 2.15.7.1.6.2.4 Physical aggression; Reportable Behavior involving physical aggression and/or self-injurious behavior resulting in injury to another person (housemate, staff, private citizen/other);
- 2.15.7.1.6.2.5 Suicide attempt;
- 2.15.7.1.6.2.6 Self-injurious behavior (SIB); For SIB to be reportable via REF, there must be an injury that requires assessment and treatment beyond basic first aid that can be administered by a lay person.
- 2.15.7.1.6.2.7 Property destruction greater than \$100;

- 2.15.7.1.6.2.8 Behavioral crisis requiring protective equipment, manual or mechanical restraints, regardless of type or time used or approved by PCSP (all take-downs and prone restraints are prohibited);
- 2.15.7.1.6.2.9 Behavioral crisis requiring emergency psychotropic medication;
- 2.15.7.1.6.2.10 Behavioral crisis requiring intervention (i.e., call); and
- 2.15.7.1.6.2.11 Psychiatric admission (or observation), including in acute care hospital.
- 2.15.7.1.6.3 Other Additional Reportable Events include:
  - 2.15.7.1.6.3.1 Administration of Routine Psychotropic Medication without Consent;
  - 2.15.7.1.6.3.2 Emergency Situations, including fire, flooding, and serious property damage, that result in harm or risk of harm to persons supported;
  - 2.15.7.1.6.3.3 Fall with Injury -Minor (an injury that is treatable by a lay person) and Serious (resulting in medical intervention and treatment);
  - 2.15.7.1.6.3.4 Medication Variance and Omission;
  - 2.15.7.1.6.3.5 Missing Person > (greater than) 1 hour;
  - 2.15.7.1.6.3.6 Enabling Technology Remote Supports: failure to implement Emergency Back-up Plans;
  - 2.15.7.1.6.3.7 Unsafe Environment (lack of cleanliness/hazardous conditions not otherwise expected to normally exist in the environment);
  - 2.15.7.1.6.3.8 Vehicle Accident- Minor (not resulting in an injury; treatable by a lay person) and Serious (resulting in medical intervention and treatment);
  - 2.15.7.1.6.3.9 Victim of fire; and
  - 2.15.7.1.6.3.10 COVID-19 testing results (positive results only).
- 2.15.7.1.6.4 Reportable Interventions include:
  - 2.15.7.1.6.4.1 Abdominal Thrust/Back Blows/Heimlich Maneuver;
  - 2.15.7.1.6.4.2 Administration of PRN Psychotropic Medication;
  - 2.15.7.1.6.4.3 Admission to: Assisted Care Living Facility, Skilled Nursing Facility, ICF/IID, Incarceration, Planned and Unplanned Medical Hospitalization, and Psychiatric Hospitalization;
  - 2.15.7.1.6.4.4 CPR or an Automated External Defibrillator (AED);

- 2.15.7.1.6.4.5 Crisis Services: 911 Call, EMT, ER Visit, Fire, Mobile Crisis Services, Police, and Urgent Care Facility;
  - 2.15.7.1.6.4.6 Discharge from: Assisted Care Living Facility, Skilled Nursing Facility, ICF/IID, Incarceration, Planned and Unplanned Medical Hospitalization, and Psychiatric Hospitalization;
  - 2.15.7.1.6.4.7 Manual Restraint;
  - 2.15.7.1.6.4.8 Mechanical Restraint;
  - 2.15.7.1.6.4.9 Protective Equipment; and
  - 2.15.7.1.6.4.10 X-Ray (to rule out fracture).
- 2.15.7.1.7 For any Reportable Event, the Contractor shall require that the provider have supervisory staff (including clinical staff, as applicable) review the Reportable Event and determine appropriate follow up. For Reportable Events and Interventions, this may include follow up with the member's PCP or behavioral health provider, as applicable, to provide information and determine any needed treatment adjustments, follow up with the person's Support Coordinator, ISC, or DIDD case manager regarding any needed adjustments in the PCSP, and targeted training or assistance for agency staff who support the person. All Additional Reportable Events and Interventions, any medical attention provided, and follow up shall be documented in the member's record.
- 2.15.7.1.8 Both the provider and Contractor shall be responsible for tracking and trending all Additional Reportable Events and Interventions as outlined above and evaluating such events to determine how to prevent or reduce similar occurrences in the future whenever possible. Such efforts may be targeted to an individual person supported, a particular service setting or location, a particular type of Reportable Event, a particular provider, or may be system-wide.
- 2.15.7.1.9 The Contractor shall require that all contracted CHOICES, I/DD MLTSS Programs, and Katie Beckett providers shall be responsible for documenting, performing data collection and trend analysis, and addressing Non-Reportable Events, which do not rise to the level of Reportable Events as defined by TennCare. The provider shall immediately contact DIDD by appropriate hotline number or the MCO and DIDD within one (1) business day if during a provider's review of a Non-Reportable Event the provider discovers the Non-Reportable Event should be classified as a Tier 1 or Tier 2 Reportable Event (see Sections 2.15.7.1.3.1 and 2.15.7.1.3.1.2), respectively. Non-Reportable Events shall be defined as follows:
- 2.15.7.1.9.1 Any instance of disrespectful or inappropriate communication, e.g., humiliation, harassment, threats of punishment or deprivation, intimidation or demeaning or derogatory communication (vocal, written, gestures) or any other acts pertaining to a person supported that is not directed to or within eyesight or audible range of the person supported and that does not meet the definition of emotional or psychological abuse (the Contractor shall

require providers under this Section to report such complaints to the Contractor and the Contractor shall include such complaints in the Contractor's non-discrimination reporting pursuant to 2.30.21.3.2.1);

2.15.7.1.9.2 Minor injury not requiring medical treatment beyond first aid by a lay person and is not associated with abuse or neglect; and

2.15.7.1.9.3 Staff misconduct that falls outside the definition of Reportable Events (see Section 2.15.7.1.3): actions or inactions by staff of contracted providers, contracted employees, volunteers or others associated with or providing care for the persons supported, that are contrary to sound judgment and/or training and related to the provision of services and/or the safeguarding of the person's health, safety, general welfare and/or individual rights. Staff misconduct includes events that do not rise to the level of abuse, neglect or exploitation, and do not result in injury or adverse effect, and the risk for harm is minimal.

#### 2.15.7.2 Behavioral Health Adverse Occurrences

2.15.7.2.1 Adverse occurrences shall include but not be limited to the following events when they occur while the member is in the care of a behavioral health inpatient, residential or crisis stabilization unit:

2.15.7.2.1.1 Suicide death;

2.15.7.2.1.2 Non-suicide death;

2.15.7.2.1.3 Death-cause unknown;

2.15.7.2.1.4 Homicide;

2.15.7.2.1.5 Homicide Attempt with significant medical intervention;

2.15.7.2.1.6 Suicide Attempt with significant medical intervention;

2.15.7.2.1.7 Allegation of Abuse/Neglect (Physical, Sexual, Verbal);

2.15.7.2.1.8 Accidental Injury with significant medical intervention;

2.15.7.2.1.9 Use of Restraints/Seclusion (Isolation) requiring significant medical intervention; or

2.15.7.2.1.10 Treatment complications (medication errors and adverse medication reaction) requiring significant medical intervention.

2.15.7.2.2 The Contractor's staff and contract providers shall report adverse occurrences to the Contractor in accordance with applicable requirements. The maximum time frame for reporting an adverse occurrence to the Contractor shall be twenty-four (24) hours.

2.15.7.2.3 In the manner prescribed by TennCare, within twenty-four (24) hours of detection or notification, the Contractor must report to TennCare any adverse occurrence as described above.



- 2.15.7.2.4 As specified in Section 2.30.12.9, the Contractor shall submit quarterly reports to TennCare regarding adverse occurrences.
- 2.15.7.3 Home Health Agency Critical Incident Reporting
- 2.15.7.3.1 The Contractor shall identify, track, and review all significant critical incidents that occur during the provision of Home Health (HH) services. This requirement shall be applied for all members, including CHOICES and Non-CHOICES members. A HH critical incident shall include those significant incidents that are reported to the Contractor from the Home Health Agency (HHA). Critical incidents include, but are not limited to, the following:
- 2.15.7.3.1.1 Any unexpected death, regardless of whether the death occurs during the provision of HH;
- 2.15.7.3.1.2 Major/severe injury;
- 2.15.7.3.1.3 Safety issues;
- 2.15.7.3.1.4 Suspected physical, mental or sexual abuse;
- 2.15.7.3.1.5 Neglect;
- 2.15.7.3.1.6 Life-threatening medical emergency;
- 2.15.7.3.1.7 Medication error;
- 2.15.7.3.1.8 Financial exploitation; and
- 2.15.7.3.1.9 Theft.
- 2.15.7.3.2 Each incident event must be reported using the TennCare prescribed HHA Critical Incident report template within twenty-four (24) hours of detection or notification by the Contractor's QM/QI Program staff receiving information relative to such an incident. An updated report, including results of investigation and next steps must be submitted to TennCare within thirty (30) calendar days of notification of the incident.
- 2.15.7.3.3 The Contractor shall, as part of its critical incident management system, track, review and analyze critical incident data that takes into consideration all incidents occurring for members supported by an agency, that occur during the provision of HH services, including the identification of trends and patterns, opportunities for improvement, and actions and strategies the Contractor shall take to reduce the occurrence of incidents and improve the quality of HH services received.
- 2.15.7.3.4 The Contractor shall identify and track critical incidents and shall review and analyze critical incidents to identify and address potential and actual quality of care and/or health and safety issues. The Contractor shall regularly review the number and types of incidents (including, for example, the number and type of incidents across settings, providers, and provider types) and findings from investigations (including findings from APS and CPS if available); identify trends and patterns; identify opportunities for improvement; and

develop and implement strategies to reduce the occurrence of incidents and improve the quality of HH services.

2.15.7.4 Death of Member Reporting (Not Otherwise Reported in accordance with Section 2.15.7)

2.15.7.4.1 The Contractor shall report to TennCare any unexpected death of a member that is not otherwise reported in accordance with Section 2.15.7.

2.15.7.4.2 The Contractor shall be responsible for reviewing and tracking all unexpected deaths, regardless of circumstances or setting. The Contractor shall submit an annual report to Quality Improvement regarding all unexpected deaths, in a manner prescribed by TennCare.

2.15.8 Provider Preventable Conditions

The Contractor shall comply with 42 CFR Part 438 requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions as set forth in 42 CFR §434.6(a)(12) and § 447.26. The Contractor shall submit all identified Provider Preventable Conditions in a form or frequency as described by TennCare.

2.15.9 Missed Visits of Home Health Services

2.15.9.1 The Contractor shall comply with Section 12006 of the 21st Century Cures Act regarding use of EVV for Personal Care Services and Home Health Services by January 1, 2023. The Contractor shall be responsible for monitoring, investigating, and remediating missed visits for home health services with the expectation that the Contractor shall be compliant. "Missed visit," as used herein, refers to a period of one or more hours that a staff member of an HHA does not furnish the home health service that an enrollee is authorized to receive, and which has been implemented. A missed visit may be due to exigent circumstances beyond any party's control. It may also be due to a fault of the HHA, the staff member, or the Contractor. It may also be due to a fault of the enrollee. For example, the enrollee refuses to allow the staff member to enter the home or to remain there after beginning work; the staff member suspects or witnesses unlawful activity in the home; or, the environment in the enrollee's home is such that the staff member fears for their personal safety.

2.15.9.2 The Contractor shall collect all missed-visit reports delivered to them by the HHAs and monitor them. As a general practice, the Contractor shall identify negative trends with regard to particular HHAs or enrollees. The Contractor shall contact the HHAs and attempt to resolve such negative trends. In its discretion, the Contractor may contact enrollees in order to remediate such negative trends.

2.15.9.3 The Contractor shall respond to all inquiries from TennCare regarding potential missed visits by submitting timely documentation showing the dates and times of any missed visits, the name of the HHA involved, and the cost of each visit had it been provided as well as any other information reasonably requested by TennCare.

- 2.15.9.4 Upon monitoring the missed-visit reports or upon being notified by an HHA of an enrollee's refusal of two (2) or more staff members, the Contractor shall contact the HHA and the enrollee to attempt a resolution while the HHA remains willing and able to provide services to the enrollee. This may include the Contractor scheduling a meeting between a member of its management, the enrollee and HHA personnel. The Contractor shall document every action taken.
- 2.15.9.5 If the enrollee has refused two (2) or more staff members, the Contractor shall assign a case-manager to the enrollee if one is not already assigned. The Contractor shall also contact the primary care provider to advise them of the enrollee's pattern of refusing the authorized services and to discuss a possible solution. The conversation, and any decisions made, shall be documented in the Contractor's record for the enrollee.
- 2.15.9.6 If the HHA plans to discharge the enrollee for cause, the Contractor shall send the enrollee a letter informing them that the HHA will no longer be providing their care as of a certain date, and that they have either found or are searching for another HHA to replace it. The Contractor, however, should only seek the services from in-network HHAs. The Contractor shall also send a delay notice to the enrollee if a delay occurs to the enrollee receiving the service from the new provider.
- 2.15.9.7 If the enrollee continues to refuse staff members from the newly selected HHA, the Contractor shall again follow the protocol.
- 2.15.9.8 If after the Contractor follows the protocol in Section 2.15.9.5 twice and the situation is not then resolved, the Contractor, at its discretion, shall make a reasonable number of attempts (if any) to arrange for further in-network HHAs to provide the enrollee's authorized care taking into account the number of HHAs available in the enrollee's county and/or adjacent counties.
- 2.15.9.9 When all reasonable attempts have been exhausted, the Contractor shall move to terminate the enrollee's home health service. When the Contractor decides to terminate the enrollee's care, it shall, if it has not already done so, collect all of the relevant missed-visit reports. The Contractor must then, if it has not already done so, make a single record consisting of a list of the names of the agencies used and how many staff members from each agency were refused by the enrollee. The Contractor shall also offer a covered medically necessary alternative, such as facility-based care, to the enrollee.
- 2.15.9.10 Once these steps are completed, the Contractor shall issue a Notice of Adverse Benefit Determination, citing Tenn. Comp. R. & Regs. ("Rule") 1200-13-16-.05(1)(c), and (5) (or other rule(s) as TennCare may direct), and the reason for the termination. The notice shall also state the covered medically necessary alternative, if any. The Contractor shall forward a copy of that notice to TennCare.

## **A.2.16 MARKETING**

- 2.16.1 The Contractor shall not conduct any enrollee marketing activities, as defined in Section A.1 of this Contract. This prohibition includes, but is not limited to the following information and activities:
- 2.16.1.1 Materials and/or activities that mislead, confuse or defraud or that are unfair or deceptive practices or that otherwise violate federal or state consumer protection laws or regulations. This includes materials which mislead or falsely describe covered or available services, membership or availability of network providers, and qualifications and skills of network providers;
  - 2.16.1.2 Overly aggressive solicitation, such as repeated telephoning or continued recruitment after an offer for enrollment is declined, or similar techniques;
  - 2.16.1.3 Offers of gifts or material or financial gain as incentives to enroll;
  - 2.16.1.4 Compensation arrangements with marketing personnel that utilize any type of payment structure in which compensation is tied to the number of persons enrolled;
  - 2.16.1.5 Direct solicitation of prospective enrollees;
  - 2.16.1.6 Directly or indirectly, engage in door-to-door, telephone, or other cold-call marketing activities;
  - 2.16.1.7 Assertions or statements (whether oral or written) that the enrollee must enroll with the Contractor in order to obtain benefits or in order not to lose benefits;
  - 2.16.1.8 Assertions or statements (whether written or oral) that the Contractor is endorsed by CMS, the federal or state government or similar entity;
  - 2.16.1.9 Use of independent marketing agents in connection with marketing activities. Independent marketing agents shall not mean staff necessary to develop or produce marketing materials or advertising or other similar functions;
  - 2.16.1.10 Seeking to influence enrollment in conjunction with the sale or offering of any private insurance; and
  - 2.16.1.11 Distributing marketing materials to select or partial service areas for which the Contractor is authorized to serve.
- 2.16.2 The Contractor shall not use the name of the Contractor's TennCare MCO in any form of general marketing (as defined in Section A.1) without TennCare's prior written approval.

## **A.2.17 MEMBER MATERIALS**

- 2.17.1 Prior Approval Process for All Member Materials

- 2.17.1.1 The Contractor shall submit to TennCare for review and prior written approval all materials created by the Contractor that will be distributed to members (referred to as member materials). Should the Contractor decide to contract with either a subcontractor or its providers to create and/or distribute member materials, the materials shall not be distributed to members unless the materials have been submitted to TennCare by the Contractor for review and prior written approval. Member Materials include, but are not limited to member handbooks, provider directories, member newsletters, identification cards, fact sheets, notices, brochures, form letters, mass mailings, system generated letters and any other additional, but not required, materials and information provided to members, created by the Contractor, designed to promote health and/or educate members. Prior written approval of materials sent to the Contractor by TennCare or DIDD for the express purpose of distribution to members shall be sent immediately to the members without necessitating additional review.
- 2.17.1.2 All member materials shall be submitted to TennCare in electronic file media, unless otherwise approved by TennCare, in the format prescribed by TennCare. The materials shall be accompanied by a plan that describes the Contractor's intent and procedure for the use of the materials. Materials developed by a recognized entity having no association with the Contractor that are related to management of specific types of diseases (e.g., heart, diabetes, asthma, etc.) or general health improvement shall be submitted for approval. The electronic files shall be submitted in a format acceptable to TennCare. Electronic files submitted in any other format than those approved by TennCare will not be processed.
- 2.17.1.3 TennCare shall review the submitted member materials and either approve or deny them within fifteen (15) calendar days from the date of submission. In the event TennCare does not approve the materials TennCare may provide written comments, and the Contractor shall resubmit the materials.
- 2.17.1.4 Once member materials have been approved in writing by TennCare, the Contractor shall submit to TennCare an electronic version (PDF) of the final printed product, unless otherwise specified by TennCare, within thirty (30) calendar days from the print date. Should TennCare request original prints be submitted in hard copy, photo copies may not be submitted as a final product. Upon request, the Contractor shall provide additional original prints of the final product to TennCare.
- 2.17.1.5 Prior to modifying any approved member material, the Contractor shall submit for written approval by TennCare a detailed description of the proposed modification. Proposed modifications shall be submitted in accordance with the requirements herein.
- 2.17.1.6 TennCare reserves the right to notify the Contractor to discontinue or modify member materials after approval.
- 2.17.2 Written Material Guidelines

The Contractor shall comply with the following requirements as it relates to written member materials:

- 2.17.2.1 All member materials shall be worded at a sixth (6<sup>th</sup>) grade reading level, unless TennCare approves otherwise;
- 2.17.2.2 All written materials shall be clearly legible and unless otherwise directed by TennCare, must be written with a minimum font size of 12pt. with the exception of member I.D. cards and certain taglines that require a minimum font size of 18 pt. Any request from the Contractor for an exception to the written materials font size requirements shall be approved in writing by TennCare prior to use;
- 2.17.2.3 Articles and/or informational material included in written materials such as newsletters, brochures, etc. shall be limited to approximately 200 words for purposes of readability unless otherwise approved in writing by TennCare;
- 2.17.2.4 All written materials shall be printed with the notice of non-discrimination and taglines as required by TennCare and set forth in TennCare's tagline template. In addition to any other requirements specified in Section A.2.17, the Contractor may also provide required member materials/information electronically or on its website pursuant to the specifications set forth in section 2.28.10.3, TennCare's tagline template, and the following requirements: (1) the material/information must be placed on the Contractor's website in a location that is prominent and readily accessible for applicants and members to link to from Contractor's home page; (2) the material/information must be provided in a format that can be electronically saved and printed; and (3) if a member or applicant requests that the Contractor mail them a copy of the material/information, the Contractor must mail free of charge the material/information to them within five (5) days of that request. To the extent that the Contractor and its providers and/or subcontractors are using electronic and information technology to fulfill its obligations under this Contract, the entities shall comply with section 2.28.10.
- 2.17.2.5 The following shall not be used on any written materials, including but not limited to member materials, without the written approval of TennCare:
- 2.17.2.5.1 The Seal of the State of Tennessee;
- 2.17.2.5.2 The TennCare name unless the initials "SM" denoting a service mark, is superscripted to the right of the name (TennCare<sup>sm</sup>);
- 2.17.2.5.3 The word "free" unless the service is at no cost to all members. If members have cost sharing or patient liability responsibilities, the service is not free. Any conditions of payments shall be clearly and conspicuously disclosed in close proximity to the "free" good or service offer; and
- 2.17.2.5.4 The use of phrases to encourage enrollment such as "keep your doctor" implying that enrollees can keep all of their providers. Enrollees in TennCare shall not be led to think that they can continue to go to their current provider, unless that particular provider is a contract provider with the Contractor's MCO;

- 2.17.2.6 All vital Contractor documents shall be translated and available in the Spanish and Arabic languages. Within ninety (90) calendar days of notification from TennCare, all vital Contractor documents shall be translated and available to each Limited English Proficiency group identified by TennCare that constitutes five percent (5%) of the TennCare population or one thousand (1,000) enrollees, whichever is less;
- 2.17.2.7 All written member materials shall notify of the availability of free language and communication assistance services like oral interpretation for any language or telecommunication relay services (“TRS”) and how to access those services;
- 2.17.2.8 All written member materials shall ensure effective communication with disabled/handicapped persons at no expense to the member and/or the member’s representative. Effective Communication may be achieved by providing aids or services, including, but may not be limited to: accessible electronic documents, Braille, large print and audio and shall be based on the needs of the individual member and/or the member’s representative. The Contractor and its providers and direct service subcontractors shall be required to comply with the Americans with Disabilities Act of 1990 in the provision of auxiliary aids and services to members and/or the member’s representative to achieve effective communication;
- 2.17.2.9 The Contractor shall provide written notice to members of any changes in policies or procedures described in written materials previously sent to members. The Contractor shall provide written notice at least thirty (30) days before the effective date of the change;
- 2.17.2.10 The Contractor shall use a language service vendor that is certified with the international quality standards for translation and interpretation ISO 9001:2015 and ISO 17100:2015 for the translation of all member materials; and
- 2.17.2.11 All educational materials (brochures, scripts etc.) shall be reviewed and updated concurrently with the update of the Clinical Practice Guidelines to assure the materials reflect current evidence-based information.
- 2.17.3 Distribution of Member Materials
- 2.17.3.1 The Contractor shall distribute member materials as required by this Contract. Required materials, described below, include member handbooks, provider directories, quarterly member newsletters, identification cards, and CHOICES member education materials 1915(c) waiver member education materials, and ICF/IID member education materials, information for TennCare Members regarding eligibility for NEMT services, what services are covered/not covered, how to request NEMT services, including the number to call, applicable time frames, the approval and scheduling process, the use of Fixed Route, Standing Transport Orders, and No-Show policies.
- 2.17.3.2 The Contractor may distribute additional materials and information, other than those required by this Section, Section A.2.17, to members in order to promote health and/or educate enrollees.

## 2.17.4 Member Handbooks

2.17.4.1 The Contractor shall develop a separate member handbook for TennCare and CoverKids based on a template provided by TennCare and update them periodically (at least annually). Upon notice from TennCare of material changes to the member handbooks, the Contractor shall make appropriate revisions and immediately distribute the revised handbook to members and providers. The Contractor shall submit the personalized member handbook to TDCI within fifteen (15) calendar days of receipt of TennCare's approval. Annual and/or updated member handbooks shall be finalized and uploaded to the Contractor's website and available for distribution (upon request by members) within thirty (30) calendar days of approval by TDCI unless otherwise directed and/or approved by TennCare.

2.17.4.2 The Contractor shall distribute member handbooks to members within thirty (30) calendar days of receipt of notice of enrollment in the Contractor's MCO or prior to enrollees' enrollment effective date as described in Section 2.4.5 and at least annually thereafter. In the event of material revisions to the member handbook, the Contractor shall distribute the new and revised handbook to all members immediately.

2.17.4.3 In situations where there is more than one member in a TennCare case, it shall be acceptable for the Contractor to mail one (1) member handbook to each address listed for the member's TennCare case number when there is more than one (1) new enrollee assigned to the same case number at the time of enrollment and when subsequent new or updated member handbooks are mailed to members. Should a single individual be enrolled and be added into an existing case, a member handbook (new or updated) shall be mailed to that individual regardless of whether or not a member handbook has been previously mailed to members in the existing case.

2.17.4.4 The Contractor shall distribute a member handbook to all contract providers upon initial credentialing, annually thereafter to all contract providers and the FEA (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3) as handbooks are updated, and whenever there are material revisions. For purposes of providing member handbooks to providers and to the FEA, it shall be acceptable to provide handbooks in electronic format, including but not limited to CD or access via a web link.

2.17.4.5 The Contractor shall develop a supplement for the member handbook that includes information regarding the CHOICES program. The supplement shall include the information specified in Section 2.17.4.7 that is not currently included in the member handbook, as determined by TennCare.

2.17.4.5.1 The Contractor shall distribute the supplement to all existing members, contract providers, and the FEA after TennCare has issued member notices regarding CHOICES implementation but prior to the implementation date of CHOICES in the applicable Grand Region covered by this Contract, to new members in accordance with Section 2.17.4.2 above, and to all contract providers and the FEA in accordance with 2.17.4.4 above. The Contractor shall distribute the supplement until the member handbook is



revised to include the CHOICES program, which shall be no later than the date specified by TennCare.

- 2.17.4.6 The Contractor shall print, disseminate and review with each member in CHOICES Group 2 or 3 or 1915(c) waiver participating in consumer direction of eligible CHOICES or 1915(c) waiver HCBS a consumer direction handbook developed by TennCare. In the event of material revisions to the consumer direction handbook, the Contractor shall immediately disseminate and review with each CHOICES or 1915(c) waiver member participating in consumer direction key changes as reflected in the new and revised consumer direction handbook.
- 2.17.4.7 Each member handbook shall, at a minimum, be in accordance with the following guidelines:
  - 2.17.4.7.1 Shall be in accordance with all applicable requirements as described in Section 2.17.2 of this Contract;
  - 2.17.4.7.2 Shall include a table of contents;
  - 2.17.4.7.3 Shall include an explanation on how members will be notified of member specific information such as effective date of enrollment, of PCP assignment, and of care coordinator assignment for CHOICES members;
  - 2.17.4.7.4 Shall include an explanation of how members can request to change PCPs;
  - 2.17.4.7.5 Shall include a description of services provided including benefit limits, the consequences of reaching a benefit limit, non-covered services, and use of non-contract providers, including that members are not entitled to a fair hearing about non-covered services and that members shall use contract providers except in specified circumstances. This description shall also include information, if applicable, in the case of a counseling or referral service that the Contractor does not cover because of moral or religious objections as well as information on how the counseling or referral service is covered by TennCare;
  - 2.17.4.7.6 Shall explain that prior authorization is required for some services, including non-Emergency Services provided by a non-contract provider, and that service authorization is required for all long-term care services; that such services will be covered and reimbursed only if such prior authorization/service authorization is received before the service is provided; that all prior authorizations/service authorizations are null and void upon expiration of a member's TennCare eligibility; and that the member shall be responsible for payment for any services provided after the member's eligibility has expired;
  - 2.17.4.7.7 Shall include descriptions of the Medicaid Benefits, Standard Benefits, and the covered long-term care services for CHOICES and I/DD MLTSS members, by CHOICES group, 1915(c) waivers, or ICF/IID benefit. This shall include information about how

transportation is provided, including transportation for any benefits carved out of the Contract and provided by the State;

- 2.17.4.7.8 Shall include a description of TennCare cost sharing or patient liability responsibilities including an explanation that providers and/or the Contractor may utilize whatever legal actions are available to collect these amounts. Further, the information shall specify the instances in which a member may be billed for services, and shall indicate that the member may not be billed for covered services except for the amounts of the specified TennCare cost sharing or patient liability responsibilities and explain the member's right to appeal in the event that they are billed for amounts other than their TennCare cost sharing or patient liability responsibilities. The information shall also identify the potential consequences if the member does not pay their patient liability, including loss of the member's current nursing facility provider, disenrollment from CHOICES or I/DD MLTSS Programs, and, to the extent the member's eligibility depends on receipt of long-term care services, loss of eligibility for TennCare;
- 2.17.4.7.9 Shall include information about preventive services for adults and children, including TennCare Kids, a listing of covered preventive services, and notice that preventive services are at no cost and without cost sharing responsibilities;
- 2.17.4.7.10 Shall include procedures for obtaining required services, including procedures for obtaining referrals to specialists as well as procedures for obtaining referrals to non-contract providers. This shall include an explanation that the Contractor may not require a member to obtain a referral before choosing a family planning provider. The handbook shall advise members that if they need a service that is not available from a contract provider, they will be referred to a non-contract provider and any copayment requirements would be the same as if this provider were a contract provider;
- 2.17.4.7.11 Shall include information on the CHOICES program, including a description of the CHOICES groups; eligibility for CHOICES; enrollment in CHOICES, including whom to contact at the MCO regarding enrollment in CHOICES; enrollment targets for Group 2 and Group 3 (excluding Interim Group 3), including reserve capacity and administration of waiting lists; and CHOICES benefits, including benefit limits, the individual cost neutrality cap for Group 2, and the expenditure cap for Group 3;
- 2.17.4.7.12 Shall provide information regarding I/DD MLTSS Programs as specified in a template provided by TennCare;
- 2.17.4.7.13 Shall include information on care coordination for CHOICES members, including but not limited to the role of the care coordinator, level of care assessment and reassessment, needs assessment and reassessment, and person-centered planning, including the development of a plan of care for members receiving HCBS;
- 2.17.4.7.14 Shall include information on the right of CHOICES and 1915(c) waiver members to request an objective review by the State of their needs assessment and/or care planning processes and how to request such a review;

- 2.17.4.7.15 Shall include information regarding consumer direction of eligible CHOICES and 1915(c) waiver HCBS, including but not limited to the roles and responsibilities of the member or the member's representative, the services that can be directed, the member's right to participate in or voluntarily withdraw from consumer direction at any time, the role of and services provided by the FEA, as well as a statement that voluntary or involuntary withdrawal from consumer direction will not affect a member's eligibility for CHOICES or 1915(c) waivers;
- 2.17.4.7.16 Shall include an explanation of Emergency Services and procedures on how to obtain Emergency Services both in and out of the Contractor's service area, including but not limited to: an explanation of post-stabilization services, the use of 911, locations of emergency settings and locations for post-stabilization services;
- 2.17.4.7.17 Shall include information on how to access the primary care provider on a twenty-four (24) hour basis as well as the twenty-four (24) hour nurse line. The handbook may encourage members to contact the PCP or twenty-four (24) hour nurse line when they have questions as to whether they should go to the emergency room;
- 2.17.4.7.18 Shall include information on how to access a care coordinator, including the ability to access a care coordinator after regular business hours through the twenty-four (24) hour nurse triage/advice line;
- 2.17.4.7.19 Shall include information about the civil rights laws as directed by TennCare, which shall include, but is not limited to the notice of nondiscrimination, taglines, and the discrimination complaint forms;
- 2.17.4.7.20 Shall include information about the Long-Term Care Ombudsman Program;
- 2.17.4.7.21 Shall include information about the consumer advocate as required by Section 2.29.1.3 of this Contract, including but not limited to the role of the advocate in the CHOICES and 1915(c) waiver programs and how to contact the consumer advocate for assistance;
- 2.17.4.7.22 Shall include information about how to report suspected abuse, neglect, and exploitation of members who are adults (see T.C.A. 71-6-101 et seq.) and suspected brutality, abuse, or neglect of members who are children (see T.C.A. 37-1-401 et seq. and T.C.A. 37-1-601 et seq.), including the phone numbers to call to report suspected abuse/neglect;
- 2.17.4.7.23 Shall include Grievance and Appeal procedures as described in Section A.2.19 of this Contract;
- 2.17.4.7.24 Shall include notice that the member shall have the right to request reassessment of eligibility related decisions directly to TennCare;
- 2.17.4.7.25 Shall include written policies on member rights and responsibilities, pursuant to 42 CFR 438.100 and NCQA's Standards and Guidelines for the Accreditation of MCOs;

- 2.17.4.7.26 Shall include written information concerning advance directives as described in 42 CFR 489 Subpart I and in accordance with 42 CFR 422.128;
- 2.17.4.7.27 Shall include notice that enrollment in the Contractor's MCO invalidates any prior authorization for services granted by another MCO but not utilized by the member prior to the member's enrollment into the Contractor's MCO and notice of continuation of care when entering the Contractor's MCO as described in Section A.2.98 of this Contract;
- 2.17.4.7.28 Shall include notice to the member that it is the member's responsibility to notify the Contractor, TennCare (or for SSI eligibles, SSA) each and every time the member moves to a new address and that failure to notify TennCare (or for SSI eligibles, SSA) could result in the member not receiving important eligibility and/or benefit information;
- 2.17.4.7.29 Shall include notice that a new member may request to change MCOs at anytime during the forty-five (45) calendar day period immediately following their initial enrollment in an MCO, subject to the capacity of the selected MCO to accept additional members and any restrictions limiting enrollment levels established by TennCare. This notice shall include instructions on how to contact TennCare to request a change;
- 2.17.4.7.30 Shall include notice that the member may change MCOs at the next choice period as described in Section 2.4.7.2.2 of this Contract and shall have a forty-five (45) calendar day period immediately following the enrollment, as requested during said choice period, in a new MCO to request to change MCOs, subject to the capacity of the selected MCO to accept additional enrollees and any restrictions limiting enrollment levels established by TennCare. This notice shall include instructions on how to contact TennCare to request a change;
- 2.17.4.7.31 Shall include notice that the member has the right to ask TennCare to change MCOs based on hardship, the circumstances which constitute hardship, explanation of the member's right to file an appeal if such request is not granted, and how to do so;
- 2.17.4.7.32 Shall include notice of the enrollee's right to terminate participation in the TennCare program at any time with instructions to contact TennCare for termination forms and additional information on termination;
- 2.17.4.7.33 Shall include TennCare and MCO member services toll-free telephone numbers, including the TennCare hotline, the Contractor's member services information line, and the Contractor's 24/7 nurse triage/advice line with a statement that the member may contact the Contractor or TennCare regarding questions about the TennCare program, including CHOICES and 1915(c) waivers, as well as the service/information that may be obtained from each line;
- 2.17.4.7.34 Shall include information on how to obtain free language and communication assistance services, like interpretation services and auxiliary aids and services;

- 2.17.4.7.35 Shall include information educating members of their rights and necessary steps to amend their data in accordance with HIPAA regulations and state law;
- 2.17.4.7.36 Shall include directions on how to request and obtain information regarding the “structure and operation of the MCO” and “physician incentive plans” (see Section 2.17.9.2);
- 2.17.4.7.37 Shall include information that the member has the right to receive information on available treatment options and alternatives, presented in a manner appropriate to the member’s condition and ability to understand;
- 2.17.4.7.38 Shall include information that the member has the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation;
- 2.17.4.7.39 Shall include notice that member has the right to participate in decisions regarding their health care, including the right to refuse treatment;
- 2.17.4.7.40 Shall include notice that the member has the right to request and receive a copy of their medical records and request that they be amended or corrected;
- 2.17.4.7.41 Shall include information on appropriate prescription drug usage (see Section 2.9.12);
- 2.17.4.7.42 Shall include state-developed definitions as required in 42 CFR 438.10(c)(4)(i) which the Contractor shall use when communicating with enrollees; and
- 2.17.4.7.43 Shall include any additional information required in accordance with NCQA’s Standards and Guidelines for the Accreditation of MCOs.
- 2.17.5 Quarterly Member Newsletter
  - 2.17.5.1 The Contractor shall, at a minimum, distribute on a quarterly basis a newsletter to all members which is intended to educate the enrollee to the managed care system, proper utilization of services, etc., and encourage utilization of preventive care services.
  - 2.17.5.2 The Contractor shall include the following information in each newsletter:
    - 2.17.5.2.1 Specific articles or other specific information as described when requested by TennCare. Such requests by TennCare shall be limited to two hundred (200) words and shall be reasonable including sufficient notification of information to be included;
    - 2.17.5.2.2 Hardcopies shall contain the procedure on how to obtain free language and communication assistance services, such as auxiliary aids or services and interpretation and translation services (The notice of non-discrimination and taglines as required by TennCare and set forth in TennCare’s tagline template). Electronic versions of the quarterly member newsletters do not need to contain this information as it is readily available to members on the MCO’s website;

- 2.17.5.2.3 TennCare Kids information, including but not limited to, encouragement to obtain screenings and other preventive care services;
- 2.17.5.2.4 One article on teen health written for enrollees between the ages of 12 and 20. Each quarter, the teen health article must fall into one of four required categories: Medical/physical health, behavioral health, anticipatory guidance, and dental. Each category must be addressed once per calendar year;
- 2.17.5.2.5 At least one specific article about the CHOICES or I/DD MLTSS Programs, focusing on topics that may be of interest to members and their families in thinking about and planning for transition to adult benefits, including integrated competitive employment, community integration, independent living skills, and independent, integrated community living. The Contractor may highlight member success stories, focus on a particular benefit and how it works, or discuss other features of these programs. The Contractor shall also include information sufficient to advise members who may qualify for each program and how to contact the Contractor for assistance if the member is interested in either program;
- 2.17.5.2.6 Information about appropriate prescription drug usage;
- 2.17.5.2.7 At least one specific article targeted to the NEMT benefits;
- 2.17.5.2.8 TennCare and MCO member services toll-free telephone numbers, including the TennCare hotline, the Contractor's member services information line, and the Contractor's 24/7 nurse triage/advice line as well as the service/information that may be obtained from each line; and
- 2.17.5.2.9 The following statement: "To report fraud or abuse to the Office of Inspector General (OIG) you can call toll-free 1-800-433-3982 or go online to <http://tn.gov/tenncare> and click on 'Stop TennCare Fraud'. To report provider fraud or patient abuse to the Medicaid Fraud Control Unit (MFCU), call toll-free 1-800-433-5454."
- 2.17.5.3 The quarterly member newsletters shall be disseminated within thirty (30) calendar days of the start of each calendar year quarter. In order to satisfy the requirement to distribute the quarterly general newsletter to all members, it shall be acceptable to mail one (1) quarterly newsletter to each address associated with the member's TennCare case number. The newsletter may be distributed in alternative formats chosen by the Contractor and approved by TennCare. In addition to the prior authorization requirement regarding dissemination of materials to members, the Contractor shall also submit to TennCare, the following proof of distribution:
  - 2.17.5.3.1 Submit a final copy, describe the method/media the Contractor used to disseminate the newsletter and documentation from the MCO's staff or outside vendor indicating the quantity and date disseminated as proof of compliance by the 30th of the month following each quarter.

## 2.17.6 Identification Card

Each member shall be provided an identification card, which identifies the member as a participant in the TennCare program within thirty (30) calendar days of notification of enrollment into the Contractor's MCO or prior to the member's enrollment effective date. The identification card shall be durable (e.g., plastic or other durable paper stock but not regular paper stock), shall comply with all state and federal requirements and, at a minimum, shall include:

- 2.17.6.1 The Contractor's name and issuer identifier, with the company logo;
  - 2.17.6.2 Phone numbers for information and/or authorizations, including for physical health, behavioral health, and long-term care services;
  - 2.17.6.3 Descriptions of procedures to be followed for emergency or special services;
  - 2.17.6.4 The member's identification number;
  - 2.17.6.5 The member's name (First, Last and Middle Initial);
  - 2.17.6.6 The member's date of birth;
  - 2.17.6.7 The member's enrollment effective date;
  - 2.17.6.8 Co-payment information;
  - 2.17.6.9 The Health Insurance Portability and Accountability Act (HIPAA) adopted identifier;
  - 2.17.6.10 The words "Medicaid" or "Standard" based on eligibility;
  - 2.17.6.11 For CHOICES members, the word "CHOICES.";
  - 2.17.6.12 For 1915(c) waiver members, the name of the waiver they are enrolled in ("STATEWIDE WAIVER," "CAC WAIVER," OR "SELF-DETERMINATION WAIVER"); and
  - 2.17.6.13 For individuals receiving ICF/IID services, "ICF/IID."
- 2.17.7 CHOICES and 1915(c) Waiver Member Education Materials
- 2.17.7.1 The Contractor shall explain and provide member education materials to each CHOICES member (see Section 2.9.7.11.6.4.2) and shall require that the ICF/IID providers and independent support coordinators explain and provide such members education materials to 1915(c) waiver members.
  - 2.17.7.2 The Contractor shall update and re-print the CHOICES ,1915(c) waiver, and ICF/IID member education materials as specified and with advance notice by TennCare. The revised materials shall be submitted to TennCare for review and approval. Upon TennCare

approval, the Contractor shall immediately distribute the updated materials to all CHOICES, 1915(c) waiver, and ICF/IID members.

- 2.17.7.3 The materials shall comply with all state and federal requirements and except as otherwise determined by TennCare, at a minimum, shall include:
  - 2.17.7.3.1 A description of the CHOICES and I/DD MLTSS Programs, including the CHOICES Groups, 1915(c) waivers, and ICF/IID services;
  - 2.17.7.3.2 Information on CHOICES groups, 1915(c) waivers, and ICF/IID services and the covered long-term care services for each program or group, including CHOICES, 1915(c) waiver, and ICF/IID benefit limits;
  - 2.17.7.3.3 A general description of care coordination and the role of the care coordinator;
  - 2.17.7.3.4 Information about contacting and changing the member's care coordinator, including but not limited to how to contact the care coordinator, how and when the member will be notified of who the assigned care coordinator is, and the procedure for making changes to the assigned care coordinator, whether initiated by the Contractor or requested by the member;
  - 2.17.7.3.5 Information about the member advocate (see Section 2.29.1.3), including but not limited to the role of the member advocate and how to contact the member advocate for assistance;
  - 2.17.7.3.6 Information and procedures on how to report suspected abuse and neglect (including abuse, neglect and/or exploitation of members who are adults and suspected brutality, abuse, or neglect of members who are children), including the phone numbers to call to report suspected abuse and neglect;
  - 2.17.7.3.7 Information about estate recovery;
  - 2.17.7.3.8 The procedure on how to obtain for free member materials in alternative formats for members with special needs and how to access free language and communication assistance services like auxiliary aids or services and interpretation and translation services (The notice of non-discrimination and taglines as required by TennCare shall be set forth in TennCare's tagline template);
  - 2.17.7.3.9 TennCare and MCO member services toll-free telephone numbers, including the TennCare hotline, the Contractor's member services information line, and the Contractor's 24/7 nurse triage/advice line as well as the service/information that may be obtained from each line;
  - 2.17.7.3.10 Information about the member's right to choose between institutional services and HCBS if the member qualifies for institutional services and if the member's needs can be safely and effectively met in the community and at a cost that does not exceed the



member's cost neutrality cap or expenditure cap or Individual Institutional Cost Limit, as applicable;

- 2.17.7.3.11 A description of the care coordinator's role and responsibilities for CHOICES Group 1 members, which at a minimum shall include:
  - 2.17.7.3.11.1 Performing needs assessments as deemed necessary by the Contractor;
  - 2.17.7.3.11.2 Participating in the nursing facility's care planning process;
  - 2.17.7.3.11.3 Coordinating the member's physical health, behavioral health, and long-term care needs;
  - 2.17.7.3.11.4 Conducting face-to-face visits every six (6) months;
  - 2.17.7.3.11.5 Conducting level of care reassessments; and
  - 2.17.7.3.11.6 Determining the member's interest in transition to the community and facilitating such transition, as appropriate.
- 2.17.7.3.12 Information about patient liability responsibilities including the potential consequences of failure to comply with patient liability requirements. For Group 1 members, members residing in an ICF/IID, or receiving CBRA services, this may include loss of the member's nursing facility, ICF/IID, or residential provider; and for all CHOICES and 1915(c) waiver members, loss of the member's MCO, disenrollment from CHOICES or I/DD MLTSS Programs, and to the extent that the member's eligibility depends on receipt of long-term care services, loss of eligibility for TennCare;
- 2.17.7.3.13 Information for CHOICES Group 1 members about the Contractor's nursing facility transition process;
- 2.17.7.3.14 A statement advising members in CHOICES Groups 2 and 3 that the Contractor may choose to provide certain non-covered services to a particular member when the Contractor determines that such services are an appropriate and more cost-effective way of meeting the member's needs than other covered services that would otherwise be provided; a member is not entitled to receive these non-covered services; the decision to provide or not provide these non-covered services to a particular member is at the sole discretion of the Contractor; and if the Contractor does not provide one of these non-covered services to a member, the member is not entitled to a fair hearing regarding the decision;
- 2.17.7.3.15 A statement advising members in CHOICES Group 2 and the Statewide Waiver that the cost of providing CHOICES or 1915(c) waiver HCBS, home health, and private duty nursing shall not exceed the member's cost neutrality cap, expenditure cap, or individual institutional cost limit, and that the cost neutrality cap reflects the projected cost of providing institutional services to the member;

- 2.17.7.3.16 A statement advising members in CHOICES Group 3 that the cost of providing CHOICES HCBS, excluding minor home modifications, to members in CHOICES Group 3 shall not exceed the expenditure cap;
- 2.17.7.3.17 An explanation for members in CHOICES Group 2 of what happens when a member is projected to exceed their cost neutrality cap, which shall include the following: The Contractor shall first work with the member to modify the member's plan of care to safely and effectively meet the member's needs in the community and at a cost that is less than the member's cost neutrality cap; if that is not possible, the member will be transitioned to a more appropriate setting (a nursing facility); and if the member declines to move to a more appropriate setting, the member may be disenrolled from CHOICES, and to the extent that the member's eligibility depends on receipt of long-term care services, may lose eligibility for TennCare;
- 2.17.7.3.18 A statement advising CHOICES members in CHOICES Group 3 that the Contractor shall deny CHOICES HCBS in excess of the expenditure cap;
- 2.17.7.3.19 A statement advising members that CHOICES and 1915(c) waiver HCBS provided by the Contractor to CHOICES and 1915(c) waiver members will build upon and not supplant a member's existing support system, including but not limited to informal supports provided by family and other caregivers, services that may be available at no cost to the member through other entities, and services that are reimbursable through other public or private funding sources, such as Medicare or long-term care insurance;
- 2.17.7.3.20 A description of the care coordinator's role and responsibilities for CHOICES Group 2 and 3 members, which at a minimum shall include:
- 2.17.7.3.20.1 Conducting an individualized, comprehensive needs assessment;
- 2.17.7.3.20.2 Coordinating a care plan team and facilitating the development of a plan of care;
- 2.17.7.3.20.3 Coordinating the identification of the member's physical health, behavioral health and long-term care needs and coordinating services to meet those needs;
- 2.17.7.3.20.4 Implementing the authorized plan of care, including ensuring the timely delivery of services in accordance with the plan of care;
- 2.17.7.3.20.5 Providing assistance in resolving any concerns about service delivery or providers;
- 2.17.7.3.20.6 Explanation of the minimum contacts a care coordinator is required to make and a statement that the care coordinator may be contacted as often as the member needs to contact the care coordinator;
- 2.17.7.3.20.7 Completing level of care and needs reassessments and updating the plan of care; and
- 2.17.7.3.20.8 Ongoing monitoring of service delivery to ensure that any service gaps are immediately addressed and that provided services meet the member's needs.

- 2.17.7.3.21 Information about the right of members in CHOICES and 1915(c) waivers to request an objective review by the State of their needs assessment and/or care planning processes and how to make such a request;
- 2.17.7.3.22 Information for members in CHOICES and 1915(c) waivers on consumer direction of eligible CHOICES and 1915(c) waiver HCBS, including but not limited to the roles and responsibilities of the member; the ability of the member to select a representative and who can be a representative; the services that can be directed; the member's right to participate in and voluntarily withdraw from consumer direction at any time; how to choose to participate in consumer direction; the role of the FEA; who can/cannot be hired by the member to perform the services, and when a family member can be paid to provide care and applicable limitations thereto;
- 2.17.7.3.23 Information for members in CHOICES Groups 2 and 3 regarding self-direction of health care tasks;
- 2.17.7.3.24 *The Contractor shall provide information regarding 1915(c) waivers as specified in a template provided by TennCare; and*
- 2.17.7.3.25 The Contractor shall include information on the beneficiary support system in the member education materials to include but not limited to help with filing complaints or appeals, finding the status of a complaint or appeal, and resolving related issues related to rights and responsibilities.
- 2.17.8 Provider Directories
- 2.17.8.1 The Contractor shall distribute information regarding general provider directories to new members within thirty (30) calendar days of receipt of notification of enrollment in the Contractor's MCO or prior to the member's enrollment effective date. Such information shall include how to access the provider directory, including the right to request a hard copy and to contact the Contractor's member services line to inquire regarding a provider's participation in the Contractor's network. Members receiving a hard copy of the provider directory shall be advised that the Contractor's network may have changed since the directory was printed, and how to access current information regarding the Contractor's participating providers.
- 2.17.8.2 The Contractor shall provide information regarding the CHOICES and ECF CHOICES provider directory (see Section 2.17.8.6 below) to each CHOICES or ECF CHOICES member as part of the face-to-face visit (for members enrolled through the SPOE) or face-to-face intake visit (for current members) as applicable in the CHOICES program, and to ECF CHOICES members during the face-to-face enrollment visit, but not more than thirty (30) days from notice of CHOICES or ECF CHOICES enrollment. The Contractor shall ensure that 1915(c) waiver members receive information regarding the 1915(c) waiver provider directory at least thirty (30) days prior to the annual review of the member's ISP/PCSP, or upon request to change providers. The Contractor shall ensure that ICF/IID members receive information regarding the ICF/IID provider directory as part of the

Member Handbook supplement. Such information shall include how to access the CHOICES 1915(c) waiver, or ICF/IID provider directory, including the right to request a hard copy and to contact the Contractor's member services line to inquire regarding a provider's participation in the Contractor's network. Members receiving a hard copy of the CHOICES 1915(c) waiver, or ICF/IID provider directory shall be advised that the Contractor's network may have changed since the directory was printed, and how to access current information regarding the Contractor's participating providers.

2.17.8.3 The Contractor shall make available and be responsible for maintaining updated general, CHOICES, ECF CHOICES, 1915(c) waiver, and ICF/IID provider directory information in an online searchable electronic provider directory format via a standards-based Application Programming Interface (API) per the requirements outlined in CMS-regulation (CMS-9115-F). The Provider Directory API shall be provided via an HL7 FHIR compliant standards-based API. The online searchable version shall be available in a machine-readable file and format in accordance with federal requirements. The online searchable version of the general provider directory and the CHOICES, ECF CHOICES, 1915(c) waiver, and ICF/IID provider directory shall be updated a minimum of three (3) days a week. If the Contractor has a mobile-enabled electronic provider directory, the mobile enabled provider directory must be updated no later than thirty (30) calendar days after the Contractor receives updated provider information. In addition, the Contractor shall make available upon request, in hard copy format, a complete and updated general provider directory to all members and applicants and updated CHOICES, ECF CHOICES, 1915(c) waiver, and ICF/IID provider directory to CHOICES, ECF CHOICES, 1915(c) waiver, and ICF/IID members and applicants, as applicable. The hard copy of the general provider directory and the CHOICES, ECF CHOICES, 1915(c) waiver, and ICF/IID provider directory shall be updated at least on a monthly basis. Individuals receiving a hard copy and/or accessing a PDF version of the hard copy on the Contractor's website of the general provider directory or the CHOICES, ECF CHOICES, 1915(c) waiver, and ICF/IID provider directory shall be advised that the Contractor's network may have changed since the directory was printed, and how to access current information regarding the Contractor's participating providers, including the searchable electronic version of the general provider directory and the CHOICES, ECF CHOICES, 1915(c) waiver, and ICF/IID provider directory and the Contractor's member services line.

2.17.8.4 All provider directories (General, CHOICES, 1915(c) waiver, and ICF/IID) shall be submitted to TennCare for written approval on at least a quarterly basis. The text of the directory shall be in the format prescribed by TennCare. In addition, the provider information used to populate the provider directory shall be submitted as a TXT file or such format as otherwise approved in writing by TennCare and be produced using the same extract process as the actual provider directory.

2.17.8.5 The Contractor shall develop and maintain a general provider directory, which shall be made available to all members and applicants. The provider directory shall be posted on the Contractor's website and provided in hard copy upon request of the individual. Individuals shall be advised in writing regarding how to access the provider directory,

including the right to request a hard copy and to contact the Contractor's member services line to inquire regarding a provider's participation in the Contractor's network. Individuals receiving a hard copy of the provider directory shall be advised that the Contractor's network may have changed since the directory was printed, and how to access current information regarding the Contractor's participating providers. The general provider directory (hard copy and the API compliant electronic format as described in Section 2.17.8.3) shall include the following: names, locations, website, telephone numbers, office hours, a provider's cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, whether the provider has completed cultural competence training; whether the provider entity has accommodations for people with physical and mental disabilities; including offices, exam room(s) and equipment; specialties as appropriate; identification of providers accepting new patients; and identification of whether or not a provider performs TennCare Kids screens; behavioral health providers; any group affiliations; hospital listings, including locations of emergency settings and post-stabilization services, with the name, location, and telephone number of each facility/setting; and a prominent notice that CHOICES 1915(c) waiver, and ICF/IID members should refer to the CHOICES, 1915(c) waiver, and ICF/IID provider directory for information on long-term care providers and the weblink to those on-line directories.

2.17.8.6 The Contractor shall develop and maintain a CHOICES, 1915(c) waiver, and ICF/IID provider directory that includes long-term care providers. The CHOICES 1915(c) waiver, and ICF/IID provider directory, shall be made available to all CHOICES 1915(c) waiver, and ICF/IID members and applicants, as applicable (whether hard copy or the API compliant electronic format as described in Section 2.17.8.3), shall include the following: nursing facility listings with the name, location, and telephone number of each facility; community-based residential alternatives, by type, with the name, location, and telephone number of each facility; and a listing of other (non-residential) CHOICES and 1915(c) waiver HCBS providers with the name, location, telephone number, and type of services by county of each provider. The CHOICES, 1915(c) waiver, and ICF/IID provider directory shall be posted on the Contractor's website and provided in hard copy upon request of the member. Members shall be advised in writing regarding how to access the CHOICES, 1915(c) waiver, and ICF/IID provider directory, including the right to request a hard copy and to contact the Contractor's member services line to inquire regarding a provider's participation in the Contractor's network. Members receiving a hard copy of the CHOICES 1915(c) waiver, or ICF/IID provider directory shall be advised that the Contractor's network may have changed since the directory was printed, and how to access current information regarding the Contractor's participating providers.

2.17.9 Additional Information Available Upon Request

The Contractor shall have written policies guaranteeing to provide all other information to members as required by CMS, including but not limited to the following information to any enrollee who requests it:

- 2.17.9.1 Information regarding the structure and operation of the Contractor's MCO; and
- 2.17.9.2 Information regarding physician incentive plans, including but not limited to:
  - 2.17.9.2.1 Whether the Contractor uses a physician incentive plan that affects the use of referral services;
  - 2.17.9.2.2 The type of incentive arrangement; and
  - 2.17.9.2.3 Whether stop-loss protection is provided.
- 2.17.9.3 Any reports of transactions between the Contractor and parties in interest that are provided to the state, or other agencies upon reasonable request.

## **A.2.18 CUSTOMER SERVICE**

- 2.18.1 Member Services Toll-Free Phone Line
  - 2.18.1.1 The Contractor shall operate a toll-free telephone line (member services information line) to respond to member questions, concerns, inquiries, and complaints from the member, the member's family, or the member's provider.
  - 2.18.1.2 The Contractor shall develop member services information line policies and procedures that address staffing, training, hours of operation, access and response standards, transfers/referrals, including CHOICES referrals from all sources, monitoring of calls via recording or other means, and compliance with standards.
  - 2.18.1.3 The member services information line shall handle calls from individuals with LEP and individuals with disabilities, including, but not limited to individuals with hearing and/or speech disabilities.
  - 2.18.1.4 The Contractor shall ensure that the member services information line is staffed adequately to respond to members' questions, at a minimum, from 8 a.m. to 5 p.m., in the time zone applicable to the Grand Region being served (for the Middle Grand Region, the applicable time zone shall be Central Time), Monday through Friday, except State of Tennessee holidays.
  - 2.18.1.5 The member services information line shall be staffed twenty-four (24) hours a day, seven (7) days a week with qualified nurses to triage urgent care and emergency calls from members and to facilitate transfer of calls to a care coordinator from or on behalf of a CHOICES member that require immediate attention by a care coordinator. The Contractor may meet this requirement by having a separate nurse triage/nurse advice line that otherwise meets all of the requirements of this Section, Section 2.18.1.
  - 2.18.1.6 The Contractor shall ensure that all calls from CHOICES members to the nurse triage/nurse advice line that require immediate attention are immediately addressed or transferred to a care coordinator. During normal business hours, the transfer shall be a Warm Transfer (see

definition in Section 1). After normal business hours, if the Contractor cannot transfer the call as a Warm Transfer, the Contractor shall ensure that a care coordinator is notified and returns the member's call within thirty (30) minutes and that the care coordinator has access to the necessary information (e.g., the member's back-up plan for members in CHOICES Group 2 or 3) to resolve member issues. The Contractor shall implement protocols, prior approved by TennCare, that describe how calls to the nurse triage/nurse advice line from CHOICES members will be handled.

- 2.18.1.7 The member services information line shall be adequately staffed with staff trained to accurately respond to member questions regarding the TennCare program and the Contractor's MCO, including but not limited to, covered services, the CHOICES program, I/DD MLTSS Programs, TennCare Kids, and the Contractor's provider network.
- 2.18.1.8 The Contractor shall implement protocols, prior approved by TennCare, to ensure that calls to the member services information line that should be transferred/referred to other Contractor staff, including but not limited to a member services supervisor or a care coordinator, or to an external entity, including but not limited to the FEA, are transferred/referred appropriately.
- 2.18.1.9 The Contractor shall ensure that calls received during normal business hours that require immediate attention by a care coordinator are immediately transferred to a care coordinator as a Warm Transfer; that calls received after normal business hours that require immediate attention are immediately addressed or transferred to a care coordinator in accordance with Section 2.18.1.6; that calls for a member's care coordinator or care coordination team during normal business hours are handled in accordance with Section 2.9.7.13.13; that calls transferred to the FEA during business hours are Warm Transfers; that calls to other Contractor staff, at a minimum, occur without the caller having to disconnect or place a second call; and that messages to care coordinators and other Contractor are returned by the next business day.
- 2.18.1.10 The Contractor shall measure and monitor the accuracy of responses and phone etiquette and take corrective action as necessary to ensure the accuracy of responses and appropriate phone etiquette by staff.
- 2.18.1.11 The Contractor shall have an automated system available during non-business hours, including weekends and holidays. This automated system shall provide callers with operating instructions on what to do in case of an emergency and shall include, at a minimum, a voice mailbox for callers to leave messages. The Contractor shall ensure that the voice mailbox has adequate capacity to receive all messages. The Contractor shall return messages on the next business day.

2.18.1.12 Performance Standards for Member Services Line/Queue

2.18.1.12.1 The Contractor shall adequately staff the member services information line to ensure that the line, including the nurse triage/nurse advice line or queue, meets the following performance standards: less than five percent (5%) call abandonment rate; eighty-five percent (85%) of calls are answered by a live voice within thirty (30) seconds (or the prevailing benchmark established by NCQA); and average wait time for assistance does not exceed ten (10) minutes.

2.18.1.12.2 The Contractor shall submit the reports required in Section 2.30.13 of this Contract.

2.18.2 Language and Communication Assistance

2.18.2.1 The Contractor shall develop written policies and procedures for the provision of language interpreter and communication assistance services, such as, interpreter and translation services and auxiliary aids or services to any member who needs such services. The Contractor shall provide cultural competence and linguistically appropriate service (“CLAS”) training to subcontractors and contracted providers which shall include the potential impact of linguistic and cultural barriers on utilization, quality and satisfaction with care and how and to deliver CLAS appropriately use during a service encounter.

2.18.2.2 The Contractor shall provide members and their representatives with free language and communication assistance services, including interpreter services in all languages, translation services as set forth in Section 2.17.2 Written Material Guidelines, and auxiliary aids and services.

2.18.2.3 Interpreter services should be available in the form of in-person, video-remote, or telephonic assistance, and should include the Contractor having the ability to provide Communication Access Realtime Translation interpreters, speech-to-speech interpreters, deaf-blind interpreters, tactile interpreters, oral transliterators, cued-language transliterators, American and international sign language interpreters, and qualified mental health interpreters.

2.18.3 Cultural Competency

As required by 42 CFR 438.206, the Contractor and its Providers and Subcontractors that are providing services pursuant to this Contract shall participate in the State’s efforts to promote the delivery of services in a culturally competent manner to all enrollees, including those with Limited English Proficiency, disabilities and diverse cultural and ethnic backgrounds regardless of an enrollee's sex. This includes the Contractor ensuring that network providers have the capabilities to ensure physical access, reasonable accommodations, and accessible equipment for the furnishing of services to enrollees with physical or mental disabilities.

2.18.4 Provider Services and Toll-Free Telephone Line

2.18.4.1 The Contractor shall establish and maintain a provider services function to timely and adequately respond to provider questions, comments, and inquiries.



- 2.18.4.2 The Contractor shall operate a toll-free telephone line (provider service line) to respond to provider questions, comments, and inquiries.
- 2.18.4.3 The Contractor shall develop provider service line policies and procedures that address staffing, training, hours of operation, access and response standards, monitoring of calls via recording or other means, and compliance with standards.
- 2.18.4.4 The Contractor shall ensure that the provider service line is staffed adequately to respond to providers' questions at a minimum from 8 a.m. to 5 p.m., in the time zone applicable to the Grand Region being served (for the Middle Grand Region, the applicable time zone shall be Central Time), Monday through Friday, except State of Tennessee holidays.
- 2.18.4.5 The provider service line shall also be adequately staffed to provide appropriate and timely responses regarding authorization requests as described in Section A.2.14 of this Contract. The Contractor may meet this requirement by having a separate Utilization Management line.
- 2.18.4.6 The provider service line shall be adequately staffed with staff trained to accurately respond to questions regarding the TennCare program and the Contractor's MCO, including but not limited to, covered services, the CHOICES program, the 1915(c) waiver programs, ICF/IID services, TennCare Kids, prior authorization and referral requirements, care coordination, and the Contractor's provider network, as applicable. For a period of at least twelve (12) months following the implementation of CHOICES in the Grand Region covered by this Contract, the Contractor shall maintain a dedicated queue to assist long-term care providers with enrollment, service authorization, or reimbursement questions or issues and shall ensure that long-term care providers are appropriately notified regarding how to access the dedicated queue for assistance. Such period may be extended as determined necessary by TennCare.
- 2.18.4.7 For hospitals that have elected to refer patients with non-urgent/emergent conditions to alternative settings for treatment, the Contractor shall have a specific process in place whereby the Emergency Department (ED) can contact the Contractor twenty-four (24) hours a day, seven (7) days a week (24/7) via a toll free phone line to obtain assistance for members with non-urgent/emergent conditions who do not require inpatient admission and who are requesting assistance in scheduling an appointment in an alternate treatment setting. The Contractor may use the 24/7 nurse triage line described in Section 2.18.1.5 of this Contract for this purpose or may use another line the Contractor designates.
- 2.18.4.8 The Contractor shall measure and monitor the accuracy of responses and phone etiquette and take corrective action as necessary to ensure the accuracy of responses and appropriate phone etiquette by staff.
- 2.18.4.9 The Contractor shall have an automated system available during non-business hours. This automated system shall include, at a minimum, a voice mailbox for callers to leave messages. The Contractor shall ensure that the voice mailbox has adequate capacity to receive all messages. The Contractor shall return messages on the next business day.

- 2.18.4.10 Performance Standards for Provider Service Line
  - 2.18.4.10.1 The Contractor shall adequately staff the provider service line to ensure that the line, including the Utilization Management line/queue, meets the following performance standards: less than five percent (5%) call abandonment rate; eighty-five percent (85%) of calls are answered by a live voice within thirty (30) seconds (or the prevailing benchmark established by NCQA); and average wait time for assistance does not exceed ten (10) minutes.
  - 2.18.4.10.2 The Contractor shall submit the reports required in Section 2.30.13 of this Contract.
- 2.18.5 Provider Manual
  - 2.18.5.1 The Contractor shall issue a provider manual to all contract providers. The Contractor may distribute the provider manual electronically (e.g., via its website) as long as providers are notified about how to obtain the electronic copy and how to request a hard copy at no charge to the provider.
  - 2.18.5.2 The Contractor shall develop a supplement for the provider manual regarding CHOICES. This supplement shall include the information in Section 2.18.5.3 relating to the CHOICES program, as determined by TennCare, and the supplement shall be prior approved by TennCare and TDCI. The Contractor shall distribute the supplement to all contract providers no later than the end of the quarter prior to implementation of CHOICES in the applicable Grand Region. The Contractor shall distribute the supplement until the provider manual is revised to include the CHOICES program, which shall be no later than the date specified by TennCare. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the supplement and the provider manual shall clearly provide that only members in CHOICES Group 1 will be enrolled in TennCare Select.
  - 2.18.5.3 At a minimum the provider manual shall include the following information:
    - 2.18.5.3.1 Description of the TennCare program;
    - 2.18.5.3.2 Covered services;
    - 2.18.5.3.3 Description of the CHOICES and MLTSS Programs including but not limited to who qualifies for each program or group; how to enroll in CHOICES; long-term care services available to each program or group; consumer direction of eligible CHOICES and 1915(c) waiver HCBS; self-direction of health care tasks; the level of care assessment and reassessment process; the needs assessment and reassessment processes; requirement to provide services in accordance with an approved plan of care including the amount, frequency, duration and scope of each service in accordance with the member's service schedule; service authorization requirements and processes; the role of the care coordinator, independent support coordinator, or DIDD case manager; the role and responsibilities of long-term care and other providers; requirements

regarding the EVV system and the provider's responsibility in monitoring and immediately addressing service gaps, including back-up staff; how to submit clean claims; and documentation requirements for CHOICES and 1915(c) waiver HCBS providers; and any other requirements as directed by TennCare;

- 2.18.5.3.4 Emergency service responsibilities;
- 2.18.5.3.5 TennCare Kids services and standards;
- 2.18.5.3.6 Information on members' Grievance and Appeal rights;
- 2.18.5.3.7 Policies and procedures of the provider complaint system;
- 2.18.5.3.8 Medical necessity standards and clinical practice guidelines;
- 2.18.5.3.9 PCP responsibilities;
- 2.18.5.3.10 Coordination with other TennCare contractors or MCO subcontractors;
- 2.18.5.3.11 Requirements regarding background checks;
- 2.18.5.3.12 Information on identifying and reporting suspected abuse, neglect, and exploitation of members who are adults (see T.C.A. 71-6-101 et seq.) and suspected brutality, abuse, or neglect of members who are children (see T.C.A. 37-1-401 et seq. and T.C.A. 37-1-601 et seq.), including reporting to APS, CPS, and the Contractor;
- 2.18.5.3.13 Requirements for CHOICES and 1915(c) waiver HCBS providers regarding reportable event reporting and management (see Section 2.15.7);
- 2.18.5.3.14 Information for CHOICES HCBS providers regarding prohibition of facilitating CHOICES referrals with the expectation of being selected as the service provider or petitioning existing CHOICES members to change CHOICES providers (See Section 2.12.12.9);
- 2.18.5.3.15 Requirements regarding the prohibition of the reproduction and/or use of CHOICES and MFP materials and logos (See Sections 2.12.12.12 and 2.12.12.13);
- 2.18.5.3.16 Requirements for nursing facility providers regarding patient liability (see Sections 2.6.6 and 2.21.5), including the collection of patient liability and the provider's ability, if certain conditions are met (including providing notice and required documentation to the Contractor and notice to the member), to refuse to provide services if the member does not pay their patient liability, as well as the additional potential consequences to the member of non-payment of patient liability, including disenrollment from CHOICES or I/DD MLTSS Programs, and, to the extent the member's eligibility depends on receipt of long-term care services, loss of eligibility for TennCare;

- 2.18.5.3.17 Requirement to notify the Contractor of significant changes in a CHOICES member's condition or care, hospitalizations, or recommendations for additional services (see Section 2.12.9.43);
- 2.18.5.3.18 Prior authorization, referral and other Utilization Management requirements and procedures;
- 2.18.5.3.19 Protocol for encounter data element reporting/records;
- 2.18.5.3.20 Medical records standard;
- 2.18.5.3.21 Claims submission protocols and standards, including instructions and all information necessary for a clean claim;
- 2.18.5.3.22 Payment policies;
- 2.18.5.3.23 Member rights and responsibilities;
- 2.18.5.3.24 Important phone numbers of all departments/staff a contract provider may need to reach at the Contractor's MCO;
- 2.18.5.3.25 How to reach the contract provider's assigned provider relations representative; and
- 2.18.5.3.26 Information about the civil rights laws as directed by TennCare, which shall include, but is not limited to the notice of nondiscrimination, taglines, and the discrimination complaint forms.
- 2.18.5.4 The Contractor shall disseminate bulletins as needed to incorporate any needed changes to the provider manual.
- 2.18.6 Provider Education and Training
  - 2.18.6.1 The Contractor shall develop an education and training plan and materials for contract providers and provide education and training to contract providers and their staff regarding key requirements of this Contract.
  - 2.18.6.2 The Contractor shall conduct initial education and training to contract providers at least thirty (30) calendar days prior to the Start Date of Operations and any new program components or substantively modified program requirements, as determined by TennCare.
  - 2.18.6.3 The Contractor shall conduct initial education and training for long-term services and supports providers regarding the CHOICES program no later than thirty (30) days prior to implementation of CHOICES in each Grand Region. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 on the date of CHOICES implementation, the Contractor is only required to provide training to nursing facility providers. When directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall, as directed by

TennCare, conduct initial education and training for HCBS providers. This education and training shall include but not be limited to:

- 2.18.6.3.1 An overview of each applicable MLTSS program or component;
- 2.18.6.3.2 Benefit groups for each program and component and the enrollment targets for each (as applicable);
- 2.18.6.3.3 The long-term services and supports available to each benefit group (including benefit limits, cost neutrality cap, expenditure cap, or individual cost limit as applicable);
- 2.18.6.3.4 The level of care assessment and reassessment processes;
- 2.18.6.3.5 The needs assessment and reassessment processes;
- 2.18.6.3.6 The referral and intake process, as applicable;
- 2.18.6.3.7 Service authorization requirements and processes;
- 2.18.6.3.8 The role and responsibilities of the care coordinator or other entity responsible for coordination;
- 2.18.6.3.9 Requirement for HCBS providers to provide services in accordance with an approved plan of care including the amount, frequency, duration and scope of each service in accordance with the member's service schedule, as applicable;
- 2.18.6.3.10 The role and responsibilities of long-term services and supports and other providers;
- 2.18.6.3.11 Requirements for HCBS providers regarding the EVV system and the HCBS provider's responsibility in monitoring and immediately addressing service gaps, including back-up staff;
- 2.18.6.3.12 How to submit clean claims;
- 2.18.6.3.13 Background check requirements;
- 2.18.6.3.14 Information about abuse/neglect (which includes abuse, neglect and exploitation of members who are adults and suspected brutality, abuse, or neglect of members who are children), including how to assess risk for abuse/neglect, how to identify abuse/neglect, and how to report abuse/neglect to APS/CPS and the Contractor;
- 2.18.6.3.15 Reportable Event reporting and management except for Nursing Facilities providing Nursing Facility services to members enrolled in CHOICES Group 1;
- 2.18.6.3.16 The member grievance and appeal processes;
- 2.18.6.3.17 The provider complaint system;

- 2.18.6.3.18 Fraud, Waste, and Abuse annual training, including at a minimum, the False Claims Act, and Whistleblowers Protection, how to report FWA, and information on medical record standards including cloning medical notes and possible consequences;
- 2.18.6.3.19 For Independent Support Coordination providers, the Contractor shall provide training and education regarding the Contractor's physical and behavioral health benefits and management processes, including expectations regarding collaboration with the Contractor to ensure continuity and coordination among physical health, behavioral health, and long-term services and supports, and to ensure collaboration among physical health, behavioral health, and long-term services and supports providers pursuant to protocols, policies and procedures developed or approved by TennCare.
- 2.18.6.4 The Contractor shall provide training and education to long-term care providers regarding the Contractor's enrollment and credentialing requirements and processes (see Section 2.11.10).
- 2.18.6.5 The Contractor shall develop and implement a training plan to educate long-term care providers regarding compliance with all Version 5010 and ICD-10 coding requirements.
- 2.18.6.6 For a period of at least twelve (12) months following the implementation of CHOICES in each Grand Region or each new program component, as determined by TennCare, the Contractor shall conduct monthly education and training for long-term care providers regarding claims submission and payment processes, which shall include but not be limited to an explanation of common claims submission errors and how to avoid those errors. Such period may be extended as determined necessary by TennCare.
- 2.18.6.7 For a period of at least twelve (12) months following the enrollment of members in CHOICES Group 2 and/or Group 3 or 1915(c) waivers (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3) or each new program component or the initiation of EVV requirements for home health providers, the Contractor shall conduct monthly education and training for affected providers regarding the use of the EVV system. Such period may be extended as determined necessary by TennCare.
- 2.18.6.8 The Contractor shall provide education and training to HCBS providers on documentation requirements for HCBS.
- 2.18.6.9 The Contractor shall provide training and technical assistance services for primary care providers (PCPs) and behavioral health providers to assist them in participating in TennCare's Patient-Centered Medical Home (PCMH) program and TennCare's Tennessee Health Link program for members with acute behavioral health needs, respectively. The Contractor shall comply with the following general requirements:
- 2.18.6.9.1 Prepare practices to design, execute, and track improvements in practice management, care delivery, and care team effectiveness to achieve PCMH and Health Home goals;

- 2.18.6.9.2 Prepare practices to proactively coordinate activities and improve relationships with other healthcare stakeholders;
- 2.18.6.9.3 Assist practices in monitoring and improving performance on select adult and child quality measures for PCMH. The Contractor shall assist PCMH practices in reducing avoidable utilization and decreasing unnecessary spend;
- 2.18.6.9.4 In order to effectively train practices, the Contractor shall have a working knowledge of the Care Coordination Tool (CCT) or other future data platforms used for PCMH and THL and be able to communicate about the basic functionality of the tool and how it can be used to meet practice transformation goals. The State shall supply information to the Contractor on the capabilities and uses of the CCT;
- 2.18.6.9.5 The Contractor shall train practices on how to incorporate the CCT in practice to augment transformation efforts (e.g., use of Admission, Discharge, Transfer (ADT) feeds from the hospital to expedite post-discharge follow ups); and
- 2.18.6.9.6 Respond to TennCare provider inquiries regarding training and transformation and, as appropriate, notify the State about those provider concerns and issues.
- 2.18.6.10 The Contractor shall maintain qualified trainers and coaches for the PCMH and THL organizations. For PCMH organizations contracted with multiple MCOs, one MCO will be assigned as the primary coach for the practice. By September 22 of each year, the MCOs shall submit to the State each PCMH organization's primary coach for the following program year. The MCO primary coach shall be responsible for sharing updates and information with other contracted MCOs. The primary coach role is to be in regular communication and provide updates to the other contracted MCOs and be responsible for initiating annual reviews. The Contractor's trainers and coaches shall comply with the following:
  - 2.18.6.10.1 The Contractor's training and coaching staff shall have strong knowledge of primary care transformation processes;
  - 2.18.6.10.2 The Contractor's training and coaching staff shall have strong background in behavioral health treatment, service delivery, and care coordination;
  - 2.18.6.10.3 The Contractor's training and coaching staff shall have strong knowledge of the State's PCMH and Health Home programs;
  - 2.18.6.10.4 The Contractor's training and coaching staff shall have the skills necessary to effectively train practices, and equip them with best practices and approaches to optimize their Population Health impact, control total cost of care, and improve the patient experience; and
  - 2.18.6.10.5 The Contractor shall maintain NCQA Certified Content Experts as part of the training and coaching staff. The Contractor's training and coaching staff shall complete training as required by NCQA and sit for the CCE Exam and achieve certification. At a

minimum, the MCO will have three (3) staff with the specified training and certification for the NCQA CCE by the timeline set by TennCare. TennCare will set remediation policies if the MCO is unable to maintain the requirement.

- 2.18.6.11 Initial Assessment of Provider Capabilities - The Contractor shall conduct an Initial Assessment of each newly participating provider that identifies current capabilities. The Initial Assessment shall be conducted no later than three months after the newly participating provider begins participation in the Patient Centered Medical Home and/or Tennessee Health Link programs. The Contractor shall use a standard assessment tool approved by the State in order to complete the initial readiness assessment as well as subsequent semi-annual assessments. Consistency across the initial assessment and subsequent assessments shall allow the State to uniformly track providers' progress.
- 2.18.6.11.1 The initial assessment shall differentiate between the wide ranges of provider readiness in areas including, but not limited to:
- 2.18.6.11.1.1 Knowledge of practice transformation and quality improvement principles;
  - 2.18.6.11.1.2 Supporting processes and workflows already in place;
  - 2.18.6.11.1.3 Staff capabilities and gaps in workforce;
  - 2.18.6.11.1.4 Already existing clinical activities (e.g., same-day appointment access, care planning, patient risk stratification) relative to future required activities;
  - 2.18.6.11.1.5 Current level of quality improvement capabilities;
  - 2.18.6.11.1.6 Supporting technical capabilities and infrastructure (e.g., EHR use and data sharing, e-prescribing);
  - 2.18.6.11.1.7 Current level of medical/behavioral integration to include referral and coordination activities;
  - 2.18.6.11.1.8 Current use of team-based care;
  - 2.18.6.11.1.9 Current methods of patient engagement;
  - 2.18.6.11.1.10 Awareness of current patient experience performance (i.e., through Consumer Assessment of Healthcare Providers and Systems (CAHPS) surveys, user ratings, or patient feedback) and knowledge of techniques to improve patient satisfaction;
  - 2.18.6.11.1.11 Initial practice needs and prioritized areas of improvement; and
  - 2.18.6.11.1.12 Presence and perceived enthusiasm of practice staff for practice transformation training.
- 2.18.6.11.2 The Initial Assessment shall support the Contractor in tailoring a curriculum for each practice.



- 2.18.6.11.3 The completed Initial Assessment shall be shared with TennCare via the agreed upon shared platform (i.e., SharePoint or OneDrive).
- 2.18.6.12 The Contractor shall conduct an Annual Review of each PCMH and THL organization engaged in coaching. The Annual Review shall be completed at the end of each CY for each PCMH and THL organization to assess their progress in the program. The Annual Review shall be shared with TennCare via the agreed upon shared platform/method (i.e., email, SharePoint, OneDrive, etc.).
- 2.18.6.13 The Contractor shall develop and facilitate, in-person regional collaboratives in each of Tennessee's three grand divisions (East, Middle, and West Tennessee) for Episodes of Care, Tennessee Health Link and Patient Centered Medical Home participating providers. The Contractor shall work collaboratively with the other MCOs in planning and executing the in-person regional collaboratives. Each MCO shall be responsible for hosting/payment for a total of three (3) collaboratives throughout the year. These events shall comply with the following requirements:
- 2.18.6.13.1 The collaboratives shall be non-duplicative material not otherwise covered in other events (i.e., webinars or other EOC/PCMH/THL focused events);
- 2.18.6.13.2 The collaboratives shall target audiences of PCMH, THL, and EOC with at least one (1) collaborative targeting EOC quarterbacks and one (1) collaborative with a focus on integrating more than one Delivery System Transformation program (EOC, THL, and PCMH);
- 2.18.6.13.3 The Contractor shall facilitate all aspects of the Regional Collaborative event including but not limited to communicating to providers, RSVPs, facility rental, logistics, and content;
- 2.18.6.13.4 To enable learning and adoption at the practice level, the Contractor shall create mechanisms for providers to share best practices, collaborate on common problems, adopt and refine workflows and protocols, encourage peer to peer learning and provide tangible takeaways for attendees;
- 2.18.6.13.5 The Contractor shall provide the State with updates on the proceedings of the collaboratives, including lists of attendees and topics covered in a format directed by TennCare; and
- 2.18.6.13.6 The State shall approve the training session topics in writing prior to the training session content being developed and advertised to providers.
- 2.18.6.14 The Contractor shall conduct at least one (1) live, hosted webinar with live question and answer session (each MCO shall be responsible for at least one (1) webinar per year). The Contractor shall conduct other ad hoc webinars, not to exceed one (1) additional webinar per MCO, as identified by the needs and requests of the PCMH and THL organizations, or at the request of the state. The Contractor shall work collaboratively with the other MCOs

in planning an annual schedule for webinars. The webinars shall comply with the following requirements:

- 2.18.6.14.1 The webinars shall be non-duplicative, including material not otherwise covered in other events such as, but not limited to regional collaboratives;
- 2.18.6.14.2 The Contractor shall facilitate all aspects of the webinars including but not limited to, communicating to providers, RSVPs, hosting the webinar platform, and content;
- 2.18.6.14.3 The Contractor shall track attendance and share the attendance data with the State;
- 2.18.6.14.4 Of the three (3) total webinars required per year across all MCOs, one shall be intended for PCMH organizations, one for THL organizations, and one for both PCMH and THL organizations. The MCOs will collaboratively decide who will be responsible for each webinar topic area. This shall be detailed in the annual collaborative and webinar schedule submitted by each MCO;
- 2.18.6.14.5 All live webinars shall be recorded and posted on the State's website for those practices that are unable to attend, and
- 2.18.6.14.6 The State shall approve the webinar topics in writing prior to the webinar content being developed and advertised to providers.
- 2.18.6.15 The Contractor shall provide documented and routine education and training to providers regarding proper billing.
- 2.18.6.16 The Contractor shall conduct ongoing provider education, training and technical assistance as deemed necessary by the Contractor or TennCare in order to ensure compliance with this Contract. This shall include training and technical assistance in person-centered supports and compliance with the HCBS settings rule, as directed and/or approved by TennCare.
- 2.18.6.17 The Contractor shall inform all contract PCPs, specialists, and hospitals about the CHOICES program, using a notice developed by TennCare, no later than the end of the calendar quarter prior to implementation of the CHOICES program in each Grand Region.
- 2.18.6.18 The Contractor shall distribute on a quarterly basis a newsletter to contract providers to update providers on Contractor initiatives and communicate pertinent information to contract providers.
- 2.18.6.19 The Contractor shall submit all general correspondence intended for mass distribution that affects provider services, provider reimbursement, claims processing procedures, or documents that are referenced as a part of a Contractor's provider agreement template(s) (see Section 2.12.2) to TDCI for review and approval or acceptance, as appropriate (e.g., provider manuals, newsletters, alerts, notices, reminders, other education material, etc.).

- 2.18.6.20 The Contractor's provider relations staff shall contact all contract providers on a semi-annual basis to update contract providers on Contractor initiatives and communicate pertinent information to contract providers. For providers located in Tennessee and out-of-state providers located in contiguous counties, at least one of the two semi-annual contacts made in a year shall be face-to-face with the provider. Face-to-face contacts made with the provider may be satisfied by virtual visits conducted via WebEx, Zoom, Microsoft Teams, etc., if the provider agrees with the virtual format and does not request an in-person face-to-face meeting. Semi-annual contacts that are not conducted face-to-face shall be conducted via a phone conversation with the provider. The Contractor shall maintain records that provide evidence of compliance with the requirements in Section 2.18.6., including when and how contact is made for each contract provider, and such records shall be made available to TennCare upon request. The Contractor may submit an alternative plan to accomplish the intent of this requirement for review and approval by TennCare.
- 2.18.6.21 The Contractor shall train contracted nursing facilities on proper processes for assisting members with redetermination of continued financial eligibility for the program using materials approved by TennCare.
- 2.18.7 Provider Relations
- 2.18.7.1 The Contractor shall establish and maintain a formal provider relations function to provide ongoing troubleshooting and education for contract providers. The Contractor shall make available and be responsible for maintaining an updated, real-time provider relations representative directory for all the Contractor's participating providers. The provider relations representative directory shall be in the format of an electronic, web-based, and searchable application that the Contractor's participating providers can access to identify the name and contact information for their assigned provider relations representative. At a minimum, the Contractor's provider relations representative directory shall include all the assigned provider relations representative information as follows: first and last name, direct business telephone number, direct business email address and assigned territory or Grand Region.
- 2.18.7.2 The Contractor shall provide one-on-one assistance to long-term care providers as needed to help long-term care providers submit clean and accurate claims and minimize claim denial. The Contractor shall develop and implement protocols, prior approved by TennCare, that specify the Contractor's criteria for providing one-on-one assistance to a provider and the type of assistance the Contractor shall provide. At a minimum, the Contractor shall contact a provider if, during the first year after implementation of CHOICES in each Grand Region or enrollment of members in CHOICES Group 2 and/or 3 (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3), the Contractor has or will deny ten percent (10%) or more of the total value of the provider's claims for a rolling thirty (30) day period, and shall, in addition to issuing a remittance advice, contact the provider to review each of the error(s)/reason(s) for denial and advise how the provider can correct the error for resubmission (as applicable) and avoid the error/reason for denial in the future.

2.18.7.3 The Contractor shall implement policies to monitor and ensure compliance of providers with the requirements of this Contract.

2.18.7.4 The Contractor shall conduct a statewide annual survey of providers, based on Tax Identification Number, who furnish physical health services, Behavioral Health Services, nursing facility services, ICF/IID services, CHOICES, and/or 1915(c) waiver HCBS. All providers or a statistically representative sample of providers shall be surveyed. The Contractor shall include questions specified by TennCare to assess satisfaction with provider enrollment, provider communication, provider education, provider complaints, claims processing, claims reimbursement, Utilization Management processes, including medical reviews, and overall satisfaction with the Contractor. A Contractor having a network provider contracted under other parts of the Tennessee Medicaid program may send a single survey to the provider. The Contractor shall submit the survey tool(s) for TennCare review at least thirty (30) days prior to use of the survey tool(s). The Contractor shall submit an annual report on the survey to TennCare as required in Section 2.30.13.3. The Contractor shall take action to address opportunities for improvement identified through the survey and provide an update on actions taken in the previous year to improve provider satisfaction. The survey shall be structured so that results are separately reported for physical health providers; behavioral health providers; and CHOICES (nursing facilities and HCBS) providers, ICFs/IID and 1915(c) waiver HCBS providers.

2.18.8 Provider Complaint System

2.18.8.1 The Contractor shall establish and maintain a provider complaint system for any provider (contract or non-contract) who is not satisfied with the Contractor's policies and procedures or a decision made by the Contractor that does not impact the provision of services to members.

2.18.8.2 The procedures for resolution of any disputes regarding the payment of claims shall comply with T.C.A. 56-32-126(b) (see Section 2.22.5.2).

2.18.9 FEA Education and Training

The Contractor shall provide education and training to the FEA and its staff and subcontracted support brokers (as applicable) regarding key requirement in this Contract and the contract between the Contractor and the FEA (see Section 2.9.9.3 of this Contract).

2.18.10 Member Involvement with Behavioral Health Services

2.18.10.1 The Contractor shall develop policies and procedures with respect to member, parent, or legally appointed representative involvement with behavioral health. These policies and procedures shall include, at a minimum, the following elements:

2.18.10.1.1 The requirement that all behavioral health treatment plans document member involvement. Fulfilling this requirement means that each treatment plan has a member/family member signature or the signature of a legally appointed representative

on the treatment plan and upon each subsequent treatment plan review, where appropriate, and a description of how this requirement will be met;

- 2.18.10.1.2 The requirement that member education materials include statements regarding the member's, parent's, or legally appointed representative's right to involvement in behavioral health treatment decisions, their ability to choose and change service providers, and a description of how this requirement will be met;
- 2.18.10.1.3 The requirement that provider education include materials regarding the rights of members, parent(s), or legally appointed representatives to be involved in behavioral health treatment decisions and a description of how this requirement will be met; and
- 2.18.10.1.4 A description of the quality monitoring activities to be used to measure provider compliance with the requirement for member, parent, or legally appointed representative involvement in behavioral health treatment planning.
- 2.18.10.2 The Contractor shall provide an education plan for all members with behavioral health issues; education shall occur on a regular basis. At a minimum, educational materials shall include information on medications and their side effects; behavioral health disorders and treatment options; self-help groups, peer recovery services, family support services, and other community support services available for members and families. The education plan shall specifically address the needs of children and adults with I/DD and behavioral health conditions or behavior support needs.
- 2.18.10.3 The Contractor shall require providers to inform children and adolescents for whom residential treatment is being considered and their parent(s) or legally appointed representative, and adults for whom voluntary inpatient treatment is being considered, of all their options for residential and/or inpatient placement, and alternatives to residential and/or inpatient treatment and the benefits, risks and limitations of each in order that they can provide informed consent. For children and adolescents with I/DD, this shall include any HCBS benefits they may qualify to receive. The Contractor shall coordinate with DIDD as appropriate in identifying these options.
- 2.18.10.4 The Contractor shall require providers to inform all members being considered for prescription of psychotropic medications of the benefits, risks, and side effects of the medication, alternate medications, and other forms of treatment. The Contractor shall provide targeted information to providers regarding the use of psychotropic medications for individuals with I/DD, including information regarding other non-pharmacological interventions, as appropriate.
- 2.18.11 Beneficiary Support System

- 2.18.11.1 The Contractor shall, as required by TennCare, collaborate with TennCare’s beneficiary support system contractor for the purpose of addressing member grievances and appeals.
- 2.18.11.2 The Contractor shall, as requested by TennCare, train TennCare’s beneficiary support system contractor on the Contractor’s process for addressing member grievances and appeals.

## **A.2.19 GRIEVANCES AND APPEALS**

### **2.19.1 General**

As permitted under federal and state law, the State, at its sole discretion, may delegate back to the State any portion of this Section A.2.19 that the Contractor is obligated to perform. The Contractor understands that the Grievance and Appeal process requirements are always subject to change based on legal developments and on TennCare’s interpretation of its obligations under new or existing law. CMS has determined that the Reconsideration phase of TennCare’s existing State Fair Hearing (SFH)/Appeal process satisfies the requirement for a Contractor-level benefit appeal process. Accordingly, enrollees will not be required to exhaust an appeal with the Contractor before requesting a SFH/Appeal. In this section 2.19, the terms “appeal” and “state fair hearing” are synonymous—each refers to the TennCare appeal process, and to enrollee requests to engage the TennCare state fair hearing process.

- 2.19.1.1 Grievance System. Although Contractor shall follow TennCare’s process for handling enrollee appeal requests, the Contractor shall have its own internal system for processing grievances filed with the Contractor. As distinguished from an “appeal”, a “grievance” includes a complaint or an expression of dissatisfaction about any matter other than an Adverse Benefit Determination. The Contractor shall have a formally structured internal Grievance System in place for handling enrollee grievances in accordance with 42 CFR §438.402(a)-(b), and 42 CFR §438.228(a) and in accordance with the definition of “Grievance” found in Section A.1 of this Contract.
- 2.19.1.2 TennCare Appeal System. TennCare, on written approval from CMS, has delegated back to itself certain aspects of the benefit appeal process set forth under 42 CFR 438 subpart F. Specifically, Contractor shall not have its own internal appeal system for enrollee benefit appeals. Enrollees will not exhaust an internal appeal process with Contractor before being permitted to request a TennCare appeal. Therefore, Contractor shall not operate its own internal appeal process. Contractor must fulfill its obligations as described in Contract Section 2.19. Contractor shall not modify the appeal process except by written direction from TennCare. Accordingly, the provisions in 42 CFR § 438.402 that relate to a Contractor-level appeal system do not apply under this Contract. The enrollee will receive these protections through the Reconsideration phase of the TennCare appeal process. Any enrollee who seeks to contest an adverse benefit determination may do so by filing a request with TennCare for a TennCare appeal.
- 2.19.1.3 Reasonable Assistance with Grievances and Requests for Appeal. The Contractor must give enrollees any reasonable assistance in completing grievance and appeal forms and

other procedural steps related to a grievance or appeal. This includes availability of enrollee support staff, auxiliary aids and services, such as interpreter services and toll-free numbers with adequate TRS and interpreter capability. See 42 C.F.R. §438.406(a); 42 C.F.R. §438.228(a).

2.19.1.4 Acknowledgment of Grievances and Requests for Appeal.

2.19.1.4.1 Acknowledgment of Grievances. In accordance with 42 CFR §438.406(b) and 42 CFR §438.228(a), Contractor shall acknowledge receipt of an enrollee grievance.

2.19.1.4.2 Acknowledgment of Requests for SFH/Appeal. If an enrollee attempts to contest an Adverse Benefit Determination by filing an appeal/SFH request with the Contractor, the Contractor shall submit the SFH request to TennCare within one (1) business day for expedited SFH requests and within five (5) business days for standard SFH requests. TennCare shall send enrollee an acknowledgement letter and inform the enrollee that matter shall be treated as a request for a SFH.

2.19.1.5 Decision-Makers. The Contractor shall ensure that decision-makers on grievances, and decision-makers responsible for rendering a medical review of Contractor's proposed adverse benefit determination during the Reconsideration stage of the appeal process, were not either:

2.19.1.5.1 Involved in any previous level of review or decision-making relating to the grievance or benefit appeal; or

2.19.1.5.2 Subordinates of any individual who was involved in a previous level of review or decision-making relating to the grievance or benefit appeal. See 42 C.F.R. §438.406(b)(2)(i); 42 C.F.R. §438.228(a).

2.19.1.6 Clinical Expertise of Decision-Maker. The Contractor shall require that decision-makers on grievances and decision-makers on any aspect of the appeal process (such as the Reconsideration decision) are individuals with appropriate clinical expertise, as determined by applicable law, in treating the enrollee's condition or disease if:

2.19.1.6.1 The decision hinges on whether a benefit request meets medical necessity;

2.19.1.6.2 The decision concerns whether to grant a request for expedited resolution of an appeal, or concerns a grievance about a previous denial of an expedited resolution request; or

2.19.1.6.3 The decision hinges on the decision-maker's assessment of clinical issues. See 42 C.F.R. §438.406(b)(2)(ii)(A) – (C); 42 C.F.R. §438.228(a).

2.19.1.7 Information to be considered. The Contractor's decision-makers shall take into account all comments, documents, records, and other information submitted during the grievance, prior authorization, or appeal process without regard to whether such information was submitted or considered in the initial adverse benefit determination. See 42 C.F.R. §438.406(b)(2)(iii); 42 C.F.R. §438.228(a).

2.19.2 Notice of Adverse Benefit Determination (NABD) Requirements

2.19.2.1 NABD Content. The Contractor's NABD shall explain, in plain language, the adverse benefit determination the Contractor has made or intends to make. See 42 C.F.R. §438.404(b)(1).

2.19.2.2 NABD Content. The Contractor's NABD shall explain the reasons for the adverse benefit determination, and shall explain the enrollee's right to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the enrollee's adverse benefit determination. Such information includes medical necessity criteria, and any processes, strategies, or evidentiary standards used in setting coverage limits. See 42 C.F.R. §438.404(b)(2).

2.19.2.3 NABD Content. The Contractor's NABD must explain the enrollee's right to appeal the Contractor's adverse benefit determination by filing a request for an appeal with TennCare. See 42 C.F.R. §438.404(b)(3); 42 C.F.R. 438.402(b)-(c).

2.19.2.4 NABD Content. The Contractor's NABD shall explain the procedures necessary for requesting an appeal. See 42 C.F.R. §438.404(b)(4).

2.19.2.5 NABD Content: How to request expedited resolution. The Contractor's NABD must explain the circumstances under which the appeal can be expedited and how to request expedited resolution. See 42 C.F.R. §438.404(b)(5).

2.19.2.6 NABD Content: Requests for Continuation of Benefits (COB). The Contractor's NABD shall explain the enrollee's right to have benefits continue until the appeal is resolved and must explain the procedures necessary for exercising this right. Additionally, if permitted by TennCare policy, the NABD shall explain the circumstances under which the enrollee may be required to pay the costs of continued services. See 42 C.F.R. §438.404(b)(6).

2.19.2.7 NABD Templates. In order to ensure consistency and to lessen the risk of issuing a notice that fails to meet applicable requirements, the Contractor shall use TennCare-developed or TennCare-approved NABD templates. NABD templates shall be written in a format and language that, at a minimum, meets applicable notification standards set forth at 42 CFR §438.10 and the notice-content requirements prescribed by 42 CFR §438.404(b).

2.19.3 Notice of Adverse Benefit Determination Timing

2.19.3.1 When the Contractor's adverse benefit determination is a termination, suspension, or reduction of previously authorized covered service, the Contractor shall mail the NABD at least ten (10) days before the date of action. See 42 C.F.R. §438.404(c)(1); 42 C.F.R. §431.211.

2.19.3.2 The Contractor may mail the NABD as few as five (5) days prior to the date of action if TennCare has facts indicating that action should be taken because of probable fraud by the enrollee, and the facts have been verified, if possible, through secondary sources. See 42 C.F.R. §438.404(c)(1); 42 C.F.R. §431.214.



- 2.19.3.3 The Contractor shall mail the NABD by the date of the action when any of the following occur:
- 2.19.3.3.1 The enrollee has died;
  - 2.19.3.3.2 The enrollee submits a signed written statement requesting service termination;
  - 2.19.3.3.3 The enrollee submits a signed written statement including information that requires service termination or reduction and indicates an understanding that service termination or reduction will result;
  - 2.19.3.3.4 The enrollee has been admitted to an institution where he or she is ineligible under the plan for further services;
  - 2.19.3.3.5 The enrollee's address is determined unknown based on returned mail with no forwarding address;
  - 2.19.3.3.6 The enrollee is accepted for Medicaid services by another state;
  - 2.19.3.3.7 A change in the level of medical care is prescribed by the enrollee's physician;
  - 2.19.3.3.8 The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Social Security Act; or
  - 2.19.3.3.9 The transfer or discharge from a facility shall occur in an expedited fashion. See 42 C.F.R. §438.404(c)(1); 42 C.F.R. §431.213; 42 C.F.R. §431.231(d); section 1919(e)(7) of the Act; 42 C.F.R. 483.12(a)(5)(i); 42 C.F.R. §483.12(a)(5)(ii).
- 2.19.3.4 The Contractor shall give NABD on the date of determination when the action is a denial of payment. See 42 C.F.R. §438.404(c)(2).
- 2.19.3.5 The Contractor shall give NABD as expeditiously as the enrollee's condition requires within fourteen (14) calendar days following receipt of the request for service, for standard authorization decisions that deny or limit services. See 42 C.F.R. §438.210(d)(1); 42 C.F.R. §438.404(c)(3).
- 2.19.3.6 The Contractor may extend the fourteen (14) calendar day NABD time frame for standard authorization decisions that deny or limit services up to fourteen (14) additional calendar days if the enrollee or the provider requests extension. See 42 C.F.R. §438.404(c)(4); 42 C.F.R. §438.210(d)(1)(i).
- 2.19.3.7 The Contractor may extend the fourteen (14) calendar day NABD time frame for standard authorization decisions that deny or limit services up to fourteen (14) additional calendar days if the Contractor justifies to TennCare a need for additional information and shows how the extension is in the enrollee's best interest. See 42 C.F.R. §438.210(d)(1)(ii); 42 C.F.R. §438.404(c)(4).

- 2.19.3.8 If the Contractor extends the fourteen (14) calendar day NABD time frame for standard authorization decisions that deny or limit services, the Contractor shall give the extension and inform the enrollee of the right to file a grievance with Contractor if the enrollee disagrees with the decision. See 42 C.F.R. §438.210(d)(1)(ii); 42 C.F.R. §438.404(c)(4)(i).
- 2.19.3.9 If the Contractor extends the fourteen (14) calendar day NABD time frame for standard authorization decisions that deny or limit services, the Contractor shall issue and carry out its determination as expeditiously as the enrollee's health condition requires and no later than the date the extension expires. See 42 C.F.R. §438.210(d)(1)(ii); 42 C.F.R. §438.404(c)(4)(ii).
- 2.19.3.10 If the Contractor determines that following the standard authorization time frame could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited service authorization decision and provide notice as expeditiously as the enrollee's health condition requires and no later than seventy-two (72) hours after receipt of the request for service. See 42 C.F.R. §438.210(d)(2)(i); 42 C.F.R. §438.404(c)(6).
- 2.19.3.11 The Contractor may extend the seventy-two (72) hour expedited service authorization decision time period by up to fourteen (14) calendar days if the enrollee requests an extension, or if the Contractor justifies to TennCare the need for additional information and how the extension is in the enrollee's interest. See 42 C.F.R. §438.210(d)(2)(ii); 42 C.F.R. §438.404(c)(6).
- 2.19.4 Who May File Appeals
- 2.19.4.1 Enrollees shall be instructed to file appeal requests with TennCare. If an enrollee attempts to contest an adverse benefit determination by filing an appeal request with Contractor (instead of with TennCare as instructed), Contractor shall, in accordance with 42 C.F.R. §438.406, assist the enrollee to ensure the prospective appeal is filed with TennCare. TennCare will send enrollee an acknowledgement letter and inform enrollee that the request has been received. See 42 C.F.R. §438.402(c)(1); 42 C.F.R. §438.406; and §438.408.
- 2.19.4.2 Enrollee-authorized representatives, acting on behalf of the enrollee and with the enrollee's written consent, may file appeal requests and may represent the enrollee during the appeal. The enrollee's treating provider may serve as an authorized representative, but may not request provision of continuation of benefits. See 42 C.F.R. §438.402(c)(1)(i) – (ii); 42 C.F.R. §438.408. See also definition of "Enrollee-Authorized Representative" herein at §1.
- 2.19.5 Time frames for Filing Requests for State Fair Hearing (SFH)
- 2.19.5.1 Enrollee must file an appeal request within sixty (60) calendar days from the date on the Contractor-issued NABD. It is TennCare's responsibility to determine whether or not the appeal request is timely. See 42 CFR 438.402(c)(2)(ii).

- 2.19.6 Process for Filing a Standard or Expedited Request for SFH
- 2.19.6.1 **Enrollee may file a request for appeal either orally or in writing. See 42 C.F.R. §438.402(c)(3)(ii).**
- 2.19.6.2 ORR for Expedited Resolution Determination. When an enrollee files a request for expedited resolution of an appeal, TennCare will issue an On Request Report (ORR) to Contractor. The ORR requires Contractor to determine whether the request warrants expedited or standard resolution. If Contractor determines that the request warrants expedited resolution, within seventy-two (72) hours of the time that the expedited resolution request was filed, Contractor shall simultaneously supply TennCare with both its (1) resolution time frame decision, and its (2) reconsideration determination. If Contractor determines that the appeal request warrants standard resolution, Contractor shall supply its resolution time frame decision to TennCare within two (2) business days, and shall supply TennCare its reconsideration determination within the time frame provided in Section 2.19.6.2.1.
- 2.19.6.2.1 ORR for Reconsideration. If the enrollee’s appeal request warrants expedited resolution, as provided in 2.19.6.2, the Contractor shall simultaneously supply TennCare with both its resolution time frame decision and its reconsideration determination. If the Contractor determines that the appeal request warrants standard resolution, Contractor shall complete its Reconsideration review and submit its Reconsideration decision to TennCare, along with the other information requested in the ORR, within fourteen (14) days of the time that the appeal request was filed. If the Contractor denies a request for expedited resolution, the matter shall receive standard resolution. See 42 C.F.R. §438.410(c); 42 C.F.R. §438.408(b)(2); 42 C.F.R. §438.408(c)(2).
- 2.19.6.2.2 Test for whether Appeal warrants Standard or Expedited Resolution. A benefit under dispute warrants expedited resolution if the Contractor determines that taking the time for a standard resolution could seriously jeopardize the enrollee's life, physical or mental health, or ability to attain, maintain, or regain maximum function. Although the enrollee or their treating provider may request expedited resolution, the Contractor alone has authority to determine whether an enrollee appeal receives expedited or standard resolution. See 42 C.F.R. §438.410(a); Final Rule, 81 Fed. Reg. 27,498, 27,519 (May 6, 2016) (to be codified at 42 C.F.R. pt. 438).
- 2.19.6.2.3 Information to be supplied in response to ORR for Reconsideration. Contractor’s Reconsideration response shall contain all of the information used by Contractor in arriving at the adverse benefit determination. This includes the enrollee medical records and any other information considered, relied upon, or created in arriving at a Prior Authorization or Reconsideration decision. (TennCare will provide this information to enrollee when TennCare issues its Notice of Hearing to enrollee. See §2.19.6.4 below.) For example, Contractor’s Reconsideration response must include the following:

- 2.19.6.2.3.1 Complete case file;
- 2.19.6.2.3.2 Medical records and medical history pertaining to the benefit under dispute;
- 2.19.6.2.3.3 NABD issued to enrollee by Contractor;
- 2.19.6.2.3.4 Prior authorization decision issued to requesting provider by Contractor;
- 2.19.6.2.3.5 Medical review substantiating the prior authorization decision; and
- 2.19.6.2.3.6 Contractor's Reconsideration decision upholding or reversing original prior authorization determination, along with the attendant substantiating medical review. See 42 C.F.R. §438.406(b)(5).
  
- 2.19.6.3 Parties at the Appeal's State Fair Hearing. The parties to a State Fair Hearing are TennCare and the enrollee (including enrollee's authorized representative, or the legal representative of a deceased enrollee's estate). See 42 C.F.R. §438.406(b)(6).
  
- 2.19.6.4 TennCare Notice of Hearing. TennCare will provide enrollee a Notice of Hearing, which informs enrollee of the hearing procedure and which contains the enrollee case file and includes the information used by the Contractor in arriving at its adverse benefit determination. TennCare will issue the Notice of Hearing sufficiently in advance of the requisite resolution time frame. See 42 C.F.R. §438.406(b)(4); 42 C.F.R. §438.408(b); 42 C.F.R. §438.408(c).
  
- 2.19.6.5 The Contractor shall ensure that punitive action is not taken against a provider who requests expedited resolution, or who supports an enrollee's request for appeal. See 42 C.F.R. §438.410(b).
  
- 2.19.7 Time frames for Resolving Standard and Expedited Appeals
  - 2.19.7.1 Each appeal shall be resolved as expeditiously as the enrollee's health condition requires. Standard appeals shall be resolved within ninety (90) calendar days of receipt; Expedited appeals shall be resolved within three business days of TennCare's receipt of Contractor's Reconsideration response. Contractor's Reconsideration response must be received within 72 hours of enrollee's request for appeal. See 42 C.F.R. §438.408(a); 42 C.F.R. §438.408(b)(2)-(3); 42 C.F.R. §431.244(f)(2).
  - 2.19.7.2 The Contractor may extend the resolution time frame by up to fourteen (14) calendar days if either:
    - 2.19.7.2.1 The enrollee requests the extension, or
    - 2.19.7.2.2 Consistent with TennCare policy, the Contractor shows the need for additional information and shows that the delay is in the enrollee's interest. See 42 C.F.R. §438.408(c)(1); 42 C.F.R. §438.408(b)(2).
  - 2.19.7.3 If the Contractor extends the resolution time frame pursuant to 2.19.7.2, Contractor shall, within two (2) calendar days, give enrollee written notice of the reason for the extension.

(Reasonable effort should also be made to confer oral notice). This written notice shall inform enrollee of the right to file a grievance with Contractor if enrollee disagrees with the extension. See 42 C.F.R. §438.408(c)(2)(i)-(iii); 42 C.F.R. §438.408(b)(2).

2.19.8 Notice of Appeal Resolution

2.19.8.1 TennCare must provide enrollee with a written and dated notice of appeal resolution. The notice of appeal resolution must be in a format and language that meets 42 C.F.R. §438.10.

2.19.8.2 If the notice of resolution concerns an expedited appeal, in addition to the written notice supplied to enrollee by TennCare, the Contractor shall make reasonable effort to confer oral notice of the expedited appeal resolution, and shall document its efforts to do so. See 42 C.F.R. §438.408(d)(2)(ii).

2.19.9 Continuation of Benefits

2.19.9.1 The Contractor shall not accept a continuation of benefits request from a provider, since providers are prohibited from requesting continuation of benefits pursuant to 42 C.F.R. §438.402(c)(1)(ii) and §438.420(b)(5). The Contractor shall continue the enrollee's benefits while an appeal is in process if all of the following occur:

2.19.9.1.1 The enrollee files the request for an appeal within sixty (60) calendar days following the date on the NABD;

2.19.9.1.2 The appeal involves the termination, suspension, or reduction of a previously authorized Medicaid service;

2.19.9.1.3 The enrollee's services were ordered by an authorized provider;

2.19.9.1.4 The period covered by the original authorization has not expired; and

2.19.9.1.5 Enrollee files the request for continuation of benefits within ten (10) calendar days of the date on the NABD, or if enrollee files the request before the intended effective date of the proposed adverse benefit determination. See; 42 C.F.R. §438.420(b)(1)-(5); 42 C.F.R. §438.402(c)(2)(ii).

2.19.9.2 If, at the enrollee's request, the Contractor continues or reinstates the enrollee's benefits while the appeal is pending, the benefits shall be continued until one of the following occurs:

2.19.9.2.1 The enrollee withdraws the appeal; or

2.19.9.2.2 An appeal decision adverse to the enrollee is issued. See 42 C.F.R. §438.420(c)(1)-(3); 42 C.F.R. §438.408(d)(2).

2.19.9.3 The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the enrollee's health condition requires (but no later than seventy-two (72) hours from the date it receives notice reversing the determination). See 42 C.F.R. §438.424(a). The Contractor's initial adverse determination can be reversed in one of three

ways during the appeal process: (1) By the Contractor itself (during Reconsideration), (2) By TennCare following its pre-hearing medical necessity or coverage review, or (3) by the hearing officer's Initial Order resolving the appeal. In each of the three situations, TennCare will issue a directive instructing Contractor of the action it shall take and of the attendant deadline.

2.19.9.4 The Contractor shall pay for disputed services received by the enrollee while the appeal was pending in the event that the Contractor's Reconsideration determination or the TennCare appeal resolution reverses the Contractor's initial decision to deny authorization of the benefit under appeal. See 42 C.F.R. §438.424(b).

2.19.9.5 The Contractor shall notify the requesting provider and give the enrollee written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. See 42 C.F.R. §438.210(c); 42 C.F.R. §438.404.

2.19.10 Grievances

2.19.10.1 The Contractor shall allow an enrollee to file an oral or written grievance with a Contractor at any time. See 42 C.F.R.438.402(c)(2)(i); 42 C.F.R.438.402(c)(3)(i).

2.19.10.2 The Contractor shall resolve each grievance and provide notice of grievance resolution within ninety (90) calendar days from the day the Contractor receives the grievance. See 42 C.F.R. §438.408(a); 42 C.F.R. §438.408(b)(1).

2.19.10.3 The Contractor shall issue a written acknowledgment of receipt of the grievance within five (5) business days. This written acknowledgement need not be conferred if the Contractor issues the notice of grievance resolution within five (5) business days of receiving the grievance.

2.19.10.4 The Contractor shall issue a written, dated notice of grievance resolution in a format and language that meets 42 C.F.R. §438.10. See 42 C.F.R. §438.408(d)(1).

2.19.11 Grievance and Appeal Recordkeeping Requirements

2.19.11.1 The Contractor must maintain records of grievances and appeals and shall make such records readily available to TennCare or to CMS upon request. See 42 C.F.R. §438.416(a); 42 C.F.R. §438.416(c).

2.19.11.2 The Contractor's record of each grievance and appeal shall include:

2.19.11.2.1 A general description of the reason for the appeal or grievance;

2.19.11.2.2 The date received;

2.19.11.2.3 The date of each review or, if applicable, review meeting;

2.19.11.2.4 The date of resolution and how it was resolved; and

- 2.19.11.2.5 The identity of the enrollee for whom the appeal or grievance was filed. See 42 C.F.R. §438.416(b)(1)-(6).
- 2.19.12 Provision of Information About Enrollee Grievance and Appeal Rights
- 2.19.12.1 The Contractor shall inform its assigned enrollees, contracted providers and subcontractors about the appeal process and shall inform them of the toll-free number for filing oral grievances and appeals. See 42 C.F.R. §438.414; 42 C.F.R. §438.10(g)(1)(v).
- 2.19.12.2 The Contractor shall include information about the enrollee's grievance and appeal rights in the following materials:
- 2.19.12.2.1 NABD and notice of appeal resolution;
- 2.19.12.2.2 Provider and subcontractor contracts with Contractor;
- 2.19.12.2.3 Member Handbook and Provider Manual; and
- 2.19.12.2.4 Provider training materials;
- 2.19.12.2.5 Contractor website.
- 2.19.13 The Contractor shall devote a portion of its regularly scheduled QM/QI committee meetings, as described in Section 2.15.2, to the review of enrollee appeals and to addressing identified deficiencies with the Contractor's grievance process or with Contractor's role in the TennCare appeal process.
- 2.19.14 The Contractor shall have a designated business unit responsible for processing grievances and appeals in accordance with applicable law and TennCare requirements. Contractor's appeals unit shall include sufficient numbers of appropriately trained and licensed physicians, clinicians, and support staff necessary to timely process appeals in accordance with potentially evolving regulatory and TennCare requirements.
- 2.19.15 At any point in the appeal process, TennCare must have the authority to remove an enrollee from the Contractor's MCO when it is determined that such removal is in the best interest of the enrollee and TennCare.
- 2.19.16 The Contractor understands that the grievance and appeal process requirements are always subject to change based on legal developments and on TennCare's interpretation of its obligations under new or existing law.
- 2.19.17 The Contractor shall provide general and targeted education to its contracted providers regarding the appeal process. This training shall cover the provider's rights and obligations concerning the appeal process including provider's obligation to timely supply medical records necessary for the appeal process and including requirements concerning submission of requests for expedited prior authorization decisions and requests for expedited appeal resolution.

- 2.19.18 The Contractor shall provide notice to contract providers regarding provider responsibility in the appeal process, including but not limited to, the provision of medical records and/or documentation as described herein.
- 2.19.19 The Contractor shall encourage providers who feel they cannot order a drug on the TennCare Preferred Drug List (PDL) to seek prior authorization, as well as to take the initiative to seek prior authorization or change or cancel the prescription when contacted by an enrollee or pharmacy regarding denial of a pharmacy service due to system edits (e.g., therapeutic duplication, etc.).
- 2.19.20 Enrollee TennCare eligibility and eligibility-related grievances and appeals, including but not limited to, long-term care eligibility and enrollment, termination of eligibility, effective dates of coverage, and the determination of premium, copayment, and patient liability responsibilities shall be directed to TennCare.

**A.2.20 FRAUD, WASTE, AND ABUSE**

2.20.1 General

- 2.20.1.1 The Tennessee Bureau of Investigation, Medicaid Fraud Control Division is the state agency responsible for the investigation of provider fraud, waste, and abuse (FWA) in the TennCare program.
- 2.20.1.2 The Office of Inspector General has the primary responsibility to investigate TennCare enrollee fraud, waste, and abuse.
- 2.20.1.3 The Division of TennCare, Managed Care Operations, Office of Program Integrity is the State Medicaid Agency unit responsible for the prevention, detection and investigation of alleged provider fraud, waste, and abuse of the TennCare program. OPI is responsible for providing the Managed Care Program Integrity Manual (MCPIM) for FWA. The MCPIM is incorporated by reference and shall be utilized by all MCCs to implement and maintain compliance with TennCare’s FWA policies and procedures.
- 2.20.1.4 The Contractor, and any subcontractors delegated responsibility for coverage of services or payment of claims under this Contract, shall implement and maintain a compliance program, as described 42 CFR 438.608, that includes, at a minimum:
  - 2.20.1.4.1 Require that the reporting of suspected and/or confirmed fraud, waste, and abuse be done as required by this Contract and State and Federal regulations, and shall follow the requirements outlined in OPI’s MCPIM or other designated instructions;
  - 2.20.1.4.2 Require any confirmed or suspected provider fraud, waste, and abuse under state or federal law be reported to TBI MFCD as well as TennCare Office of Program Integrity and that enrollee fraud, waste, and abuse be reported to the OIG;
  - 2.20.1.4.3 Written policies, procedures, and standards of conduct that demonstrate compliance with all applicable requirements and standards under the Contract, as well as all Federal and state requirements, related to program integrity;



- 2.20.1.4.4 A designated Compliance Officer who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with program integrity requirements. The Compliance Officer shall report to the CEO and the Board of Directors;
  - 2.20.1.4.5 A Regulatory Compliance Committee, consisting of members of the Board of Directors; which is responsible for oversight of the Contractor's compliance program;
  - 2.20.1.4.6 A system for training and education for the Compliance Officer, directors, managers, and employees regarding the Contractor's compliance program and program integrity-related requirements;
  - 2.20.1.4.7 Effective lines of communication between the Contractor's Compliance Officer and employees;
  - 2.20.1.4.8 Enforcement of compliance program standards and program integrity-related requirements through well-publicized disciplinary guidelines; and
  - 2.20.1.4.9 A system of dedicated staff with established and implemented procedures for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues, investigation of potential compliance problems identified in the course of self-evaluation and audits, correction of identified compliance problems to reduce the potential for recurrence, and ongoing compliance with program integrity-related requirements.
- 2.20.1.5 The Contractor, as well as its subcontractors shall comply with all federal requirements (42 CFR Part 455) on disclosure reporting. All tax-reporting provider entities that bill and/or receive TennCare funds as the result of this Contract shall submit routine disclosures in accordance with time frames specified in 42 CFR Part 455, Subpart B and TennCare policies and procedures, including at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form, within thirty five (35) days after any change in ownership of the disclosing entity, at least once every three (3) years, and at any time upon request.
- 2.20.1.6 The Contractor's providers, whether contract or non-contract, shall comply with all federal requirements (42 CFR Part 455) on disclosure reporting. All tax-reporting provider entities that bill and/or receive TennCare funds as the result of this Contract shall submit routine disclosures in accordance with time frames specified in 42 CFR Part 455, Subpart B and TennCare policies and procedures, including at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form, within thirty five (35) days after any change in ownership of the disclosing entity, at least once every three (3) years, and at any time upon request. For providers, this requirement may be satisfied through TennCare's provider registration process. Annually, the Contractor shall confirm with TennCare that reminders are sent to providers to comply with 42 C.F.R. Part 455, Subpart B.
- 2.20.1.7 The Contractor shall have procedures in place for prompt reporting of all overpayments identified or recovered due to potential administrative and non-administrative fraud, waste, and abuse to the State.

- 2.20.1.8 The Contractor shall notify the State when it receives information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor.
- 2.20.1.9 The Contractor shall have a method to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a regular basis.
- 2.20.1.10 The Contractor shall establish written policies and procedures for its employees, subcontractors, providers, and agents that provide detailed information about the False Claims Act and any other federal and state laws described in section 1902(a)(68) of the Act, including whistleblower protections, administrative remedies for false claims, any State laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs. The Contractor shall include in any employee handbook, office reference guide, or any other guidance manuals information on FWA, including how to identify and report FWA, and a description of the laws and the rights of employees to be protected as whistleblowers.
- 2.20.1.11 FWA referrals shall promptly be referred to the State Medicaid Program Integrity Unit and to the State Medicaid Fraud Control Division.
- 2.20.1.12 The Contractor shall promptly suspend partial or total payments to a network provider for which the State determines there is a credible allegation of fraud in accordance with 42 CFR 455.2. Partial suspension of payments shall require that the Contractor have the ability to suspend not just by provider but by specific CPT or other procedure code to allow partial suspensions.
- 2.20.1.13 The Contractor shall have in place a mechanism for a network provider to report to the Contractor when it has received an overpayment, to return the overpayment to the Contractor within sixty (60) calendar days after the date on which the overpayment was identified, and to notify the Contractor in writing of the reason for the overpayment.
- 2.20.1.14 The Contractor may recoup and retain overpayments made to providers within time frames determined by the State.
- 2.20.1.14.1 The Contractor shall notify TennCare OPI of any non-administrative overpayments identified outside of the time frames determined by the state, or for which recovery is prohibited under Section 2.20.1. The Contractor shall take no actions to recoup the overpayments without written authorization from TennCare OPI.
- 2.20.1.14.2 The Contractor shall report to TennCare OPI all non-administrative overpayments, both identified and recovered, on a quarterly basis.

- 2.20.1.15 The Contractor is prohibited from taking any actions to recoup or withhold improperly paid funds already paid or potentially due to a provider when the issues, services or claims upon which the recoupment or withhold are based meet one (1) or more of the following criteria:
- 2.20.1.15.1 The improperly paid funds have already been recovered by the State of Tennessee, either by TennCare directly or as part of a resolution of a state or federal investigation and/or lawsuit, including but not limited to False Claims Act cases; or
- 2.20.1.15.2 When the issues, services or claims that are the basis of the recoupment or withhold are currently being investigated by the State of Tennessee or are the subject of pending Federal or State litigation or investigation.
- 2.20.1.15.3 The prohibition described in this section shall be limited to a specific provider(s), for specific dates, and for specific issues, services, or claims.
- 2.20.1.15.4 The Contractor shall determine if the prohibition to recoup or withhold improperly paid funds is applicable utilizing methods as directed by TennCare OPI.
- 2.20.1.15.5 In the event that Contractor recoups or otherwise obtains funds in cases where overpayment recovery is prohibited, under this section or as otherwise directed by TennCare, the Contractor shall notify the Director of TennCare OPI and take action in accordance with written instructions from the Director of TennCare OPI.
- 2.20.1.15.6 The Contractor shall report quarterly on FWA cost savings information in a format provided by TennCare.

- 2.20.1.16 The Contractor shall have surveillance and utilization control programs and procedures (42 CFR 456.3, 456.4, 456.23) to safeguard the Medicaid funds against unnecessary or inappropriate use of Medicaid services and against improper payments. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud, waste, and abuse activities.
- 2.20.1.17 The Contractor, as well as its subcontractors and providers, whether contract or non-contract, shall comply with all federal requirements (42 C.F.R. § 1002) on exclusion and debarment screening. The Contractor, its subcontractors and all tax-reporting provider entities that bill and/or receive TennCare funds as the result of this Contract shall screen their owners and employees against the General Services Administration (GSA) System for Award Management (SAM) and the HHS-OIG List of Excluded Individuals/Entities (LEIE). In addition, the Contractor and its subcontractors shall screen their owners and employees against the Social Security Master Death File. Any unallowable funds made to excluded individuals as full or partial wages and/or benefits shall be refunded to and/or obtained by the State and/or the Contractor dependent upon the entity that identifies the payment of unallowable funds to excluded individuals.
- 2.20.1.18 The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement Corrective Action Plans to assist the Contractor in preventing and detecting potential fraud, waste, and abuse activities.
- 2.20.1.18.1 If the Contractor fails to adhere to the prohibitions and requirements of this section, the Contractor may be subject to forfeiture of the funds to the State and the imposition of liquidated damages as described in Section E.27.2.
- 2.20.1.19 The Contractor shall comply with all federal and state requirements regarding fraud, waste, and abuse, including but not limited to Sections 1128, 1156, and 1902(a)(68) of the Social Security Act.
- 2.20.1.20 The Contractor shall comply with all written direction provided by TennCare OPI, and OPI's MCPIM regarding fraud, waste, and abuse investigations, overpayments, and any other program integrity related activities and reporting.
- 2.20.2 Reporting and Investigating Suspected Fraud, Waste, and Abuse
- 2.20.2.1 The Contractor shall cooperate with all appropriate state and federal agencies, including TBI MFCD and/or OIG, in investigating fraud, waste, and abuse. In addition, the Contractor shall fully comply with the T.C.A. 71-5-2601 and 71-5-2603 in performance of its obligations under this Contract.
- 2.20.2.2 The Contractor shall have methods for identification, investigation, and referral of suspected fraud cases (42 CFR 455.13, 455.14, 455.21).
- 2.20.2.3 The Contractor shall notify TBI MFCD and TennCare Office of Program Integrity simultaneously and in a timely manner regarding all internal (such as identified patterns of

data mining outliers, audit concerns, critical incidences) and external (such as hotline calls) tips with potential implications to TennCare providers' billing anomalies and/or to safety of TennCare enrollees (TBI.MFCU@tn.gov; ProgramIntegrity.TennCare@tn.gov). Along with a notification, the Contractor shall take steps to triage and/or substantiate these tips and provide simultaneous and timely updates to TBI MFCD and the TennCare Office of Program Integrity when the concerns and/or allegations of any tips are authenticated.

- 2.20.2.4 The Contractor shall report all tips, confirmed or suspected fraud, waste, and abuse to TennCare OPI and the appropriate agency as follows:
  - 2.20.2.4.1 All tips (any program integrity case received within the previous month) shall be reported to TennCare OPI and TBI MFCD;
  - 2.20.2.4.2 Suspected fraud, waste, and abuse in the administration of the program shall be reported to TennCare OPI, TBI MFCD and/or OIG;
  - 2.20.2.4.3 All confirmed or suspected provider fraud, waste, and abuse shall immediately be reported to TBI MFCD and TennCare OPI; and
  - 2.20.2.4.4 All confirmed or suspected enrollee fraud, waste, and abuse shall be reported immediately to OIG.
- 2.20.2.5 The Contractor shall use the Fraud Reporting Forms, or such other form as may be deemed satisfactory by the agency to whom the report is to be made under the terms of this Contract.
- 2.20.2.6 Pursuant to T.C.A. 71-5-2603(c) the Contractor shall be subject to a civil penalty, to be imposed by the OIG, for willful failure to report fraud, waste, and abuse by recipients, enrollees, applicants, or providers to TennCare, OIG, or TBI MFCD, as appropriate.
- 2.20.2.7 The Contractor shall promptly perform a preliminary investigation of all incidents related to suspected and/or confirmed provider fraud and abuse. The Contractor shall not take any of the following actions once the suspected fraud is substantiated and reported to the state without prior written approval from the State:
  - 2.20.2.7.1 Contact the subject of the investigation about any matters related to suspected and/or confirmed fraud or abuse;
  - 2.20.2.7.2 Enter into or attempt to negotiate any settlement or agreement regarding incidents of suspected and/or confirmed fraud or abuse; or
  - 2.20.2.7.3 Accept any monetary or other thing of valuable consideration offered by the subject(s) of the investigation in connection with incidents of suspected and/or confirmed fraud or abuse.
- 2.20.2.8 The Contractor shall immediately contact the TennCare OPI for guidance if, during the course of an audit, it is determined the provider is already under investigation or review by the State.

- 2.20.2.8.1 The Contractor shall promptly provide the results of its preliminary investigation to the agency to whom the incident was reported, or to another agency designated by the agency that received the report.
- 2.20.2.9 The Contractor shall cooperate fully in any further investigation or prosecution by any duly authorized government agency, whether administrative, civil, or criminal. Such cooperation shall include providing, upon request, information, access to records, and access to interview Contractor employees and consultants, including but not limited to those with expertise in the administration of the program and/or in medical or pharmaceutical questions or in any matter related to an investigation.
- 2.20.2.10 The Contractor shall suspend payment to a provider upon notification from TennCare OPI of the determination of a credible allegation of fraud.
- 2.20.2.11 The State shall not transfer its law enforcement functions to the Contractor.
- 2.20.2.12 The Contractor, subcontractor and providers, whether contract or non-contract, shall, upon request and as required by this Contract or state and/or federal law, make available to the TBI MFCD/OIG any and all administrative, financial and medical records relating to the delivery of items or services for which TennCare monies are expended. Such records will be made available at no cost to the requesting agency. In addition, the TBI MFCD/OIG shall, as required by this Contract or state and/or federal law, be allowed access to the place of business and to all TennCare records of any contractor, subcontractor or provider, whether contract or non-contract, during normal business hours, except under special circumstances when after hour admission shall be allowed. Special circumstances shall be determined by the TBI MFCD/OIG.
- 2.20.2.13 The Contractor and/or subcontractors shall include in any of its provider agreements a provision requiring, as a condition of receiving any amount of TennCare payment, that the provider comply with this Section, Section A.2.20 of this Contract.
- 2.20.2.14 The Contractor shall notify the Director of TennCare Office of Program Integrity when the Contractor denies a provider credentialing application for program integrity-related reasons or otherwise limits the ability of providers to participate in the program for program integrity reasons.
- 2.20.2.15 If the Contractor subjects a provider (who is not otherwise determined to be under investigation or litigation involving the State or Federal government) to pre-payment review or any review requiring the provider to submit documentation to support a claim prior to the Contractor considering it for payment, as a result of suspected fraud, waste, and/or abuse, the Contractor shall adhere to the following, within ninety (90) days of requiring such action:
- 2.20.2.15.1 Initiate a retrospective medical and coding review on the relevant claims; and

- 2.20.2.15.2 If fraud, waste or abuse is still suspected after conducting the retrospective review, submit to TennCare OPI a suspected fraud referral, including all referral components as required by TennCare OPI.
- 2.20.2.15.3 A retrospective review shall not be conducted for providers who are determined to be under investigation or litigation involving the State or Federal government or other instances as deemed appropriate by TennCare.
- 2.20.2.16 Except as described in Section 2.11.10.2 of this Contract, nothing herein shall require the Contractor to ensure non-contract providers are compliant with TennCare contracts or state and/or federal law.
- 2.20.2.17 In accordance with the Affordable Care Act and TennCare policy and procedures, the Contractor shall promptly report overpayments made by TennCare to the Contractor as well as overpayments made by the Contractor to a provider and/or subcontractor (See Section 2.12.9.36).

#### **A.2.21 FINANCIAL MANAGEMENT**

The Contractor shall be responsible for sound financial management of its MCO. The Contractor shall adhere to the minimum guidelines outlined below.

##### **2.21.1 Administrative Payments**

The Contractor shall accept administrative fee payments, premium tax payments, and incentive payments, if applicable, remitted by TennCare in accordance with Section C.1.

##### **2.21.2 Savings/Loss**

2.21.2.1 The Contractor shall not be required to share with TennCare any financial gains realized under this Contract.

2.21.2.2 TennCare shall not share with the Contractor any financial losses realized under this Contract.

##### **2.21.3 Interest**

Interest generated from the deposit of funds paid to the Contractor pursuant to Section C of this Contract shall be the property of the Contractor and available for use at the Contractor's discretion. See Section 2.13.22 regarding interest generated from the deposit of funds for provider payments.

##### **2.21.4 Third Party Liability**

2.21.4.1 The TennCare program shall be the payor of last resort for all covered services in accordance with federal regulations. The Contractor shall exercise full assignment rights as applicable and shall be responsible for making every reasonable effort to determine the liability of third parties to pay for services rendered to enrollees under this Contract and

cost avoid and/or recover any such liability from the third party. The Contractor shall develop and implement policies and procedures to meet its obligations regarding third-party liability when the third party (e.g., long-term care insurance) pays a cash benefit to the member, regardless of services used or does not allow the member to assign their benefits. The Contractor shall comply with all requirements included in this Contract, TennCare policies, TennCare Plan, and any other written directives from TennCare.

In situations of enrollment in the plan with a retroactive eligibility date, the minimum and maximum time frames for filing a claim shall begin on the date that the Contractor receives notification from TennCare of the enrollee's eligibility.

- 2.21.4.1.1 If third-party liability (TPL) exists for part or all of the services provided directly by the Contractor to an enrollee, the Contractor shall make reasonable efforts to recover from TPL sources the value of services rendered.
- 2.21.4.1.2 If TPL exists for part or all of the services provided to an enrollee by a subcontractor or a provider, and the third party will make payment within a reasonable time, the Contractor may pay the subcontractor or provider only the amount, if any, by which the subcontractor's or provider's allowable claim exceeds the amount of TPL.
- 2.21.4.1.3 If the probable existence of TPL has been established at the time the claim is filed, the Contractor may reject the claim and return it to the provider for a determination of the amount of any TPL, unless the claim is for services described in TennCare policy, including the State Medicaid Manual, Section 3904.4.
- 2.21.4.1.4 The claims specified in Section 2.21.4.1. shall be paid at the time presented for payment by the provider and the Contractor shall bill the responsible third party.
- 2.21.4.2 The Contractor shall deny payment on a claim that has been denied by a third-party payor when the reason for denial is the provider or enrollee's failure to follow prescribed procedures, including but not limited to, failure to obtain prior authorization, timely filing, etc.
- 2.21.4.3 The Contractor shall treat funds recovered from third parties as offsets to claims payments. The Contractor shall report all cost avoidance values to TennCare in accordance with federal guidelines and as described in Section 2.21.4 of this Contract.
- 2.21.4.4 The Contractor shall post all third-party payments to claim level detail by enrollee.
- 2.21.4.5 Third-party resources shall include subrogation recoveries. The Contractor shall be required to seek subrogation amounts regardless of the amount believed to be available as required by federal Medicaid guidelines. The amount of any subrogation recoveries collected by the Contractor outside of the claims processing system shall be the property of the State.
- 2.21.4.6 The Contractor shall conduct diagnosis and trauma code editing to identify potential subrogation claims. This editing should, at minimum, identify claims with a diagnosis of



900.00 through 999.99 (excluding 994.6) or claims submitted with an accident trauma indicator of 'Y.'

- 2.21.4.7 TennCare cost sharing and patient liability responsibilities permitted pursuant to Sections 2.6.6 and 2.21.5 of this Contract shall not be considered TPL.
- 2.21.4.8 The Contractor shall provide TPL data to any provider having a claim denied by the Contractor based upon TPL.
- 2.21.4.9 The Contractor shall provide to TennCare any third-party resource information necessary in a format and media described by TennCare and shall cooperate in any manner necessary, as requested by TennCare, with TennCare and/or a cost recovery vendor.
- 2.21.4.10 TennCare may require a TennCare contracted TPL vendor to review paid claims that are over ninety (90) calendar days old and pursue TPL for those claims that do not indicate recovery amounts in the Contractor's reported encounter data.
- 2.21.4.11 If the Contractor operates or administers any non-Medicaid HMO, health plan or other lines of business, the Contractor shall assist TennCare with the identification of enrollees with access to other insurance.
- 2.21.4.12 The Contractor shall demonstrate, upon request, to TennCare that reasonable effort has been made to seek, collect and/or report third-party recoveries. TennCare shall have the sole responsibility for determining whether reasonable efforts have been demonstrated. Said determination shall take into account reasonable industry standards and practices.
- 2.21.4.13 TennCare shall be solely responsible for estate recovery activities and shall retain any and all funds recovered through these activities.
- 2.21.5 Patient Liability
  - 2.21.5.1 TennCare will notify the Contractor of any applicable patient liability amounts for members via the outbound 834 enrollment file.
  - 2.21.5.2 The Contractor shall delegate collection of patient liability to the nursing facility or community-based residential alternative facility and shall pay the facility net of the applicable patient liability amount. For members in CHOICES Groups 2 or 3 or 1915(c) waiver receiving non-residential CHOICES or 1915(c) waiver HCBS, the Contractor shall collect applicable patient liability amounts.
  - 2.21.5.3 When TennCare notifies the Contractor of patient liability amounts for CHOICES or 1915(c) waiver members via the outbound 834 enrollment file at any time other than the beginning of the month, then the Contractor shall determine and apply the prorated portion of patient liability for that month.
- 2.21.6 Solvency Requirements

2.21.6.1 Minimum Net Worth

2.21.6.1.1 The Contractor shall comply with the Risk-Based Capital (RBC) requirements set forth in T.C.A. 56-46-201 et seq. The Contractor shall demonstrate compliance with this provision to TDCI in the financial reports filed with TDCI by the Contractor.

2.21.6.2 Restricted Deposits

The Contractor shall establish and maintain restricted deposits in accordance with T.C.A. 56-32-112(b).

2.21.6.3 If the Contractor fails to meet the applicable net worth and/or restricted deposit requirement, said failure shall constitute a hazardous financial condition and the Contractor shall be considered to be in breach of the terms of the Contract.

2.21.7 Accounting Requirements

2.21.7.1 The Contractor shall establish and maintain an accounting system in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the tasks defined in this Contract and any other costs and expenditures made under the Contract.

2.21.7.2 Specific accounting records and procedures are subject to TennCare and federal approval. Accounting procedures, policies, and records shall be completely open to state and federal personnel at any time during the Contract period and for ten (10) years thereafter unless otherwise specified elsewhere in this Contract.

2.21.8 Insurance

2.21.8.1 The Contractor shall obtain insurance coverage prior to commencing any work in connection with this Contract, as outlined in Section D.32. Any insurance required by TennCare shall be in the form and substance acceptable to TennCare.

2.21.8.2 Except as otherwise provided in Section A.2.12 or in the model contract with the FEA, the Contractor shall require that any subcontractors or contract providers obtain all similar insurance required of it prior to commencing work.

2.21.8.3 The Contractor shall furnish proof of adequate coverage of insurance by a certificate of insurance submitted to TennCare.

2.21.8.4 TennCare shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such a deductible shall be the sole responsibility of the Contractor, subcontractor and/or provider obtaining such insurance. The same holds true of any premiums paid on any insurance policy pursuant to this Contract.

- 2.21.8.5 Failure to provide proof of adequate coverage within the specified time period may result in this Contract being terminated.
- 2.21.9 Ownership and Financial Disclosure
- 2.21.9.1 The Contractor shall disclose, to TennCare, the Comptroller General of the United States or CMS, full and complete information regarding ownership, financial transactions and persons convicted of criminal activity related to Medicare, Medicaid, or the federal Title XX programs in the time and manner set forth in accordance with federal and state requirements, including 42 CFR 438.604(a)(6); 42 CFR 438.606; 42 CFR 455.104(b)(1)(i) - (iii); 42 CFR 455.104(b)(2) - (4); 42 CFR 438.230; 42 CFR 438.608(c)(2) and Public Chapter 379 of the Acts of 1999.
- 2.21.9.2 The Contractor and its subcontractors shall collect the disclosure of health care-related criminal conviction information as required by 42 CFR§ 455.106 and establish policies and procedures to ensure that applicable criminal convictions are reported timely to the State. The Contractor shall screen their employees and contractors initially and on an ongoing monthly basis to determine whether any of them has been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded. The results of said screenings shall be provided to TennCare on a monthly basis. The word “contractors” in this section shall refer to all individuals listed on the disclosure form including providers and non-providers such as board members, owners, agents, managing employees, etc.
- 2.21.9.3 The Contractor and its subcontractors shall agree to disclose business transaction information upon request and as otherwise specified in federal and state regulations.
- 2.21.9.4 Disclosures shall be made in accordance with the requirements in Section 2.30.15.2.2. The following information shall be disclosed:
- 2.21.9.4.1 The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, Contractor or in any provider, subcontractor or fiscal agent in which the disclosing entity, Contractor has direct or indirect ownership of five percent (5%) or more and whether any of the persons named pursuant to this requirement is related to another as spouse, parent, child, or sibling. This disclosure shall include the name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest;
- 2.21.9.4.2 The identity of any provider or subcontractor with whom the Contractor has had significant business transactions, defined as those totaling more than twenty-five thousand dollars (\$25,000) during the twelve (12) month period ending on the date of the disclosure, and any significant business transactions between the Contractor, any wholly owned supplier, or between the Contractor and any provider or subcontractor, during the five (5) year period ending on the date of the disclosure;

- 2.21.9.4.3 The identity of any person who has an ownership or control interest in the Contractor, or is an agent or managing employee of the Contractor and who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the federal Title XX services program since the inception of those programs;
- 2.21.9.4.4 Disclosure from officials in legislative and executive branches of government as to possible conflicts of interest;
- 2.21.9.4.5 If the Contractor is not a federally qualified HMO, the Contractor shall disclose certain transactions with parties in interest to TennCare. Transactions shall be reported according to the following guidelines:
  - 2.21.9.4.5.1 The Contractor shall disclose the following transactions:
    - 2.21.9.4.5.1.1 Any sale, exchange or lease of any property between the HMO and a party in interest;
    - 2.21.9.4.5.1.2 Any lending of money or other extension of credit between the HMO and a party in interest; and
    - 2.21.9.4.5.1.3 Any furnishing for consideration of goods, services (including management services) or facilities between the HMO and the party in interest. This does not include salaries paid to employees for services provided in the normal course of their employment.
  - 2.21.9.4.5.2 The information which shall be disclosed in the transactions includes:
    - 2.21.9.4.5.2.1 The name of the party in interest for each transaction;
    - 2.21.9.4.5.2.2 A description of each transaction and the quantity or units involved;
    - 2.21.9.4.5.2.3 The accrued dollar value of each transaction during the fiscal year; and
    - 2.21.9.4.5.2.4 Justification of the reasonableness of each transaction.
  - 2.21.9.4.5.3 If the Contract is being renewed or extended, the Contractor shall disclose information on business transactions which occurred during the prior contract period. If the Contract is an initial Agreement with TennCare, but the Contractor has operated previously in the commercial or Medicare markets, information on business transactions for the entire year preceding the initial contract period shall be disclosed. The business transactions which shall be reported are not limited to transactions related to serving the Medicaid/TennCare enrollment. All of the Contractor's business transactions shall be reported.
- 2.21.9.4.5.4 A party in interest is:
  - 2.21.9.4.5.4.1 Any director, officer, partner, or employee responsible for management or administration of an HMO and HIO; any person who is directly or indirectly the beneficial owner of more than five percent (5%) of the equity of the HMO; any person

who is the beneficial owner of a mortgage, deed of trust, note, or other interest secured by, and valuing more than five percent (5%) of the HMO; or, in the case of an HMO organized as a nonprofit corporation, an incorporator or member of such corporation under applicable state corporation law;

- 2.21.9.4.5.4.2 Any organization in which a person described in sub Section A.1 is director, officer or partner; has directly or indirectly a beneficial interest of more than five percent (5%) of the equity of the HMO; or has a mortgage, deed of trust, note, or other interest valuing more than five percent (5%) of the assets of the HMO;
- 2.21.9.4.5.4.3 Any person directly or indirectly controlling, controlled by, or under common control with an HMO; or
- 2.21.9.4.5.4.4 Any spouse, child, or parent of an individual described in Sections 2.21.9.5.4.1, 2.21.9.5.4.2, or 2.21.9.5.4.3.
- 2.21.9.4.5.5 TennCare and/or the Secretary of Health and Human Services may request information to be in the form of a consolidated financial statement.

#### 2.21.10 Internal Audit Function

The Contractor shall establish and maintain an internal audit function responsible for providing an independent review and evaluation of the Contractor's accuracy of financial recordkeeping, the reliability and integrity of information, the adequacy of internal controls, and compliance with applicable laws, policies, procedures, and regulations. The Contractor's internal audit function shall be responsible for performing audits to ensure the economical and efficient use of resources by all departments to accomplish the objectives and goals for the operations of the department. Further, the Contractor's internal audit department shall be responsible for performance of the claims payment accuracy tests as described in Section 2.22.6 of this Contract.

#### 2.21.11 Audit of Business Transactions

- 2.21.11.1 The Contractor shall cause an annual audit of its business transactions to certify the accuracy, truthfulness, and completeness of financial data and the encounter data submitted by, or on behalf of the Contractor. Audits shall include, at a minimum, the following:
  - 2.21.11.1.1 An audit to be performed by a licensed certified public accountant, including but not limited to the financial transactions made under this Contract. Such audit shall be performed in accordance with the requirements in Section 2.30.15.3.5 of this Contract; and
  - 2.21.11.1.2 An audit of encounter records submitted to TennCare which is adequately supported by claim records.

- 2.21.11.2 No later than December 1 of each year, the Contractor shall submit a copy of the full executed agreement to audit accounts to TennCare. Such agreement shall include the following language:
- 2.21.11.2.1 The auditor agrees to retain working papers for no less than ten (10) years and that all audit working papers shall, upon request, be made available for review by the Comptroller of the Treasury, the Comptroller's representatives, agents, and legal counsel, or the TennCare Division of the Tennessee Department of Commerce and Insurance, during normal working hours while the audit is in progress and/or subsequent to the completion of the report. Nothing in this Section shall be construed to modify or change the obligations of the Contractor contained in Section 2.23.2 (Data and Document Management Requirements), 2.23.3 (System and Data Integration Requirements), or 2.23.7 (Security and Access Management Requirements) of this Contract.
- 2.21.11.2.2 Any evidence of fraud, such as defalcation, misappropriation, misfeasance, malfeasance, embezzlement, fraud or other illegal acts shall be reported by the auditor, in writing immediately upon discovery, to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's governing body in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's governing body and the auditor for such additional investigation.

## **A.2.22 CLAIMS MANAGEMENT**

### **2.22.1 General**

To the extent that the Contractor compensates providers on a fee-for-service or other basis requiring the submission of claims as a condition of payment, the Contractor shall process, as described herein, the provider's claims for covered benefits provided to members consistent with applicable Contractor policies and procedures and the terms of this Contract including but not limited to timely filing, compliance with all applicable state and federal laws, rules and regulations, including the development, staff and provider education and training, and implementation of all state and federal standardization initiatives (e.g., 5010, ICD 10, etc.) within the designated guidelines and time frames specified by TennCare and/or CMS. The Contractor's claims processing system shall comply with Section 6504(a) of the ACA, which requires that state claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Act.

### **2.22.2 Claims Management System Capabilities**

2.22.2.1 The Contractor shall maintain a claims management system that can uniquely identify the provider of the service (ensuring all billing information related to tax-reporting business entities and information related to individuals who provide services are properly reported on claims), date of receipt (the date the Contractor receives the claim as indicated by a date-stamp), real-time-accurate history of actions taken on each provider claim (i.e., paid, denied, suspended, appealed, etc.), date of payment (the date of the check or other form of payment) and all data elements as required by TennCare for encounter data submission (see Section A.2.23), and can track and report service use against benefit limits in accordance with a methodology set by TennCare. In addition, the Contractor’s claims management system shall support the requirements set out in Section 2.23.4.1 of this Contract.

2.22.2.2 The Contractor shall have in place, an electronic claims management (ECM) capability that can handle online submission of individual claims by long-term care providers as well as accept and process batches of claims submitted electronically with the exception of claims that require written documentation to justify payment (e.g., hysterectomy/sterilization consent forms, certification for medical necessity for abortion, necessary operative reports, etc.). The online claims submission capability for long-term care providers shall be accessible via the World Wide Web or through an alternate, functionally equivalent medium.

2.22.2.3 The ECM capability shall function in accordance with information exchange and data management requirements specified in Section A.2.23 of this Contract.

2.22.2.4 As part of the ECM function, the Contractor shall also provide on-line and phone-based capabilities to obtain claims processing status information.

2.22.2.5 The Contractor shall support an automated clearinghouse (ACH) mechanism that allows providers to request and receive electronic funds transfer (EFT) of claims payments.

2.22.2.6 For any entities to which the Contractor makes payment via electronic transfers, the Contractor shall have a signed EFT form that shall have 42 CFR 455.18 and 455.19 statements immediately preceding the “Signature” section.

2.22.2.7 The Contractor shall not derive financial gain from a provider’s use of electronic claims filing functionality and/or services offered by the Contractor or a third party. However, this provision shall not be construed to imply that providers may not be responsible for payment of applicable transaction fees/charges.

2.22.3 Paper Based Claims Formats

2.22.3.1 The Contractor shall comply at all times with standardized paper billing forms/formats (and all future updates) as follows:

Claim Type	Claim Form
Professional	CMS 1500
Institutional	CMS 1450/UB04

Claim Type	Claim Form
Dental	ADA

- 2.22.3.2 The Contractor shall not revise or modify the standardized forms or format.
- 2.22.3.3 For the forms identified in Section 2.22.3.1, the Contractor shall adhere to national standards and standardized instructions and definitions that are consistent with industry norms that are developed jointly with TennCare. These shall include, but not be limited to, HIPAA-based standards, federally required safeguard requirements including signature requirements described in Section 112821.1 of the CMS State Medicaid Manual and 42 CFR 455.18 and 455.19, as well as TDCI rules for Uniform Claims Process for TennCare in accordance with T.C.A. 71-5-191.
- 2.22.3.4 The Contractor agrees that at such time that TennCare in conjunction with appropriate work groups presents recommendations concerning claims billing and processing that are consistent with industry norms, the Contractor shall comply with said recommendations within ninety (90) calendar days from notice by TennCare.
- 2.22.4 Prompt Payment
- 2.22.4.1 The Contractor shall comply with prompt pay claims processing requirements in accordance with T.C.A. 56-32-126.
- 2.22.4.2 The Contractor shall ensure that ninety percent (90%) of clean claims for payment for services delivered to a TennCare enrollee are paid within thirty (30) calendar days of the receipt of such claims.
- 2.22.4.3 The Contractor shall process, and if appropriate pay, within sixty (60) calendar days ninety-nine point five percent (99.5%) of all claims for covered services delivered to a TennCare enrollee. The terms “processed and paid” are synonymous with terms “process and pay” of T.C.A. 56-32-126(b)(1)(A) and (B).
- 2.22.4.4 Notwithstanding Sections 2.22.4.1 through 2.22.4.3, the Contractor shall comply with the following processing requirements for nursing facility claims and for CHOICES and 1915(c) waiver HCBS claims for services other than PERS, assistive technology, minor home modifications, and pest control submitted electronically in a HIPAA-compliant format:
- 2.22.4.4.1 Ninety percent (90%) of clean claims for nursing facility services and CHOICES HCBS excluding PERS, assistive technology, minor home modifications, and pest control shall be processed and paid within fourteen (14) calendar days of receipt;
- 2.22.4.4.2 Ninety-nine point five percent (99.5%) of clean claims for nursing facility services and CHOICES HCBS other than PERS, assistive technology, minor home modifications, and pest control shall be processed and paid within twenty-one (21) calendar days of receipt;



- 2.22.4.4.3 The Contractor shall accept and process claims from TennCare for ICF/IID services and Section 1915(c) waiver services and shall process and pay such claims by the date scheduled by TennCare, which shall ensure that providers receive payment as expeditiously as possible and no later than such claims would have been paid by TennCare. The Contractor shall report to TennCare on the timelines of its claims processing and payment as described in 2.30.16.7; and
- 2.22.4.4.4 The Contractor shall provide an 835 file to DIDD for all 1915(c) waiver claims processed and to TennCare for all ICF/IID claims processed.
- 2.22.4.5 The Contractor shall comply with the requirements in Sections 2.22.4.2 and 2.22.4.3 above for processing claims for PERS, assistive technology, minor home modifications, and pest control.
- 2.22.4.6 The Contractor shall provide claims information and supporting claims documentation as specified by TennCare or TDCI in order for TennCare and/or TDCI to verify the Contractor's compliance with prompt payment requirements.
- 2.22.4.7 If a claim is partially or totally denied on the basis the provider did not submit any required information or documentation with the claim, then the remittance advice or other appropriate written or electronic notice shall specifically identify all such information and documentation. Resubmission of a claim with further information and/or documentation shall constitute a new claim for purposes of establishing the time frame for claims processing.
- 2.22.4.8 To the extent that the provider agreement requires compensation of a provider on a monthly fixed fee basis or on any other basis that does not require the submission of a claim as a condition to payment, such payment shall be made to the provider by no later than (i) the time period specified in the provider agreement/contract between the provider and the Contractor or subcontractor, or if a time period is not specified in the contract (ii) the tenth (10<sup>th</sup>) day of the calendar month if the payment is to be made by a subcontractor, or (iii) if the Contractor is required to compensate the provider directly, within five (5) calendar days after receipt of the capitated payment and supporting remittance advice information from TennCare.
- 2.22.4.9 The Contractor shall not deny provider claims on the basis of untimely filing in situations regarding coordination of benefits or subrogation, in which case the provider is pursuing payment from a third party or if an enrollee is enrolled in the Contractor's MCO with a retroactive eligibility date. In situations of third-party benefits, the time frames for filing a claim shall begin on the date that the third party documented resolution of the claim. In situations of enrollment in the Contractor's MCO with a retroactive eligibility date, the time frames for filing a claim shall begin on the date that the Contractor receives notification from TennCare of the enrollee's eligibility/enrollment.
- 2.22.4.10 As it relates to MCO Assignment Unknown (see Sections 2.13.11 and 2.13.12), the Contractor shall not deny a claim on the basis of the provider's failure to file a claim within

a specified time period after the date of service when the provider could not have reasonably known which MCO the member was in during the timely filing period. However, in such cases the Contractor may impose timely filing requirements beginning on the date of notification of the individual's enrollment.

- 2.22.4.11 For purposes of timely filing (see Section 2.12.9.28):
  - 2.22.4.11.1 For institutional claims that include span dates of service (i.e., a 'From' and 'Through' date on the claim), the 'Through' date on the claim shall be used for determining the date of service for claims filing timeliness. The Contractor shall provide a minimum of sixty (60) days from the date of initial notice of an invalid and/or insufficient claim or one hundred twenty (120) days from the date of service or “Through” date on a span bill, whichever is later, for submission of a valid, complete claim.
  - 2.22.4.11.2 For claims submitted by physicians and other suppliers that do not include span dates of service, the date of service shall be used for determining claims filing timeliness. The Contractor shall provide a minimum of sixty (60) days from the date of initial notice of an invalid and/or insufficient claim or one hundred twenty (120) days from the date of service, whichever is later, for submission of a valid, complete claim.
  - 2.22.4.11.3 Beginning with claims for dates of service January 1, 2013 and following, except for 1) recovery of overpayments as required pursuant to Section 6402 of the Affordable Care Act and TennCare policy; and 2) retrospective adjustments of a nursing facility's per diem rate(s) (see Section 2.13.4), paid claims requiring correction or resubmission must be submitted as adjustments to the paid claim within 120 days of the date of payment notification. Corrections to a claim should only be submitted if the original claim information was wrong or incomplete.
  - 2.22.4.11.4 The provider has the right to file a dispute if he or she disagrees with a claim decision regarding the denial or compensation of a claim in accordance with section (2.12.9.)
  - 2.22.4.11.5 The Contractor shall specify in its provider manual a period of time that is consistent with these requirements and to the extent that this reflects a change in the Contractor's current provider manual, shall issue notification to providers on or before January 2, 2013.
- 2.22.4.12 At such time that TennCare designates the Contractor as a back-up plan, the Contractor shall, for a period to be determined by TennCare, permit CHOICES Nursing Facility and HCBS providers to resubmit and shall process any institutional or HCBS claims for dates of service on or after such time described by TennCare, that were denied on the basis of timely filing when the claim was filed in accordance with 2.22.4.11.1, 2.22.4.11.2, or 2.22.4.11.3, as applicable, or for which the applicable minimum reprocessing time was not provided.
- 2.22.5 Claims Dispute Management

- 2.22.5.1 The Contractor shall have an internal claims dispute procedure that will be reviewed and approved in writing by TennCare prior to its implementation.
- 2.22.5.2 The Contractor shall contract with independent reviewers to review disputed claims as provided by T.C.A. 56-32-126.
- 2.22.5.3 The Contractor shall systematically capture the status and resolution of all claim disputes, as well as all associated documentation.
- 2.22.5.4 When the Contractor decides to pay any claims or portion of the claims, as part of a resolution to a provider complaint, the Contractor must send payment in full to the provider within twenty (20) calendar days of receipt of the Contractor's decision. The Contractor's failure to comply with these requirements may result in a Corrective Action Plan or Liquidated Damages.
- 2.22.5.5 The Contractor shall monitor, on an at least a monthly basis, the number of each long-term care provider's denied claims for long-term care services (NF and CHOICES HCBS and 1915(c) waiver HCBS), and shall initiate training and technical assistance as needed to any long-term care provider whose monthly volume of denied claims for long-term care services exceeds twenty percent (20%). The Contractor shall submit to TennCare on a quarterly basis, a report of all long-term care contractors for whom the number of denied claims for long-term care services exceeded twenty percent (20%) of the total number of claims for long-term care services submitted during any month, the total number and percent of denied claims for long-term care services for that month, the total dollar value of denied claims for long-term care services, the type of intervention (e.g., training or technical assistance) determined to be needed and provided by the Contractor, and the current status of such denied claims (e.g., resubmitted, pending action by the provider, determined to be duplicate claims, etc.).
- 2.22.6 Claims Payment Accuracy – Minimum Audit Procedures
- 2.22.6.1 On a monthly basis the Contractor shall submit claims payment accuracy percentage reports (see Section 2.30.16.1).
- 2.22.6.2 The report shall be based on an audit conducted by the Contractor. The audit shall be conducted by an entity or staff independent of claims management. Requirements for the internal audit function are outlined in Section 2.21.10 of this Contract.
- 2.22.6.3 The audit shall utilize a random sample of all "processed or paid" claims upon initial submission in each month (the terms "processed and paid" are synonymous with terms "process and pay" of T.C.A. 56-32-126(b)(1)(A) and (B)). A minimum sample of one hundred and sixty (160) claims randomly selected from the entire population of electronic and paper claims processed or paid upon initial submission for the month tested is required. Additionally, each monthly sample of one hundred and sixty (160) claims shall contain a minimum of thirty (30) claims associated with nursing facility services provided to CHOICES members and thirty (30) claims associated with CHOICES HCBS provided to

CHOICES members. Until members in CHOICES Group 2 and/or 3 are enrolled in TennCare Select (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3), each monthly sample shall only include nursing facility claims, thirty (30) claims associated with 1915(c) waiver HCBS provided to 1915(c) waiver members, and thirty (30) claims associated with ICF/IID services provided to I/DD MLTSS Programs members.

- 2.22.6.4 The minimum attributes to be tested for each claim selected shall include:
  - 2.22.6.4.1 Claim data correctly entered into the claims processing system;
  - 2.22.6.4.2 Claim is associated to the correct provider, or if submitted by the FEA, the correct consumer-directed worker;
  - 2.22.6.4.3 Service obtained the proper authorization;
  - 2.22.6.4.4 Member eligibility at processing date correctly applied;
  - 2.22.6.4.5 Allowed payment amount agrees with contracted rate and the terms of the provider agreement;
  - 2.22.6.4.6 Duplicate payment of the same claim has not occurred;
  - 2.22.6.4.7 Denial reason applied appropriately;
  - 2.22.6.4.8 Copayment application considered and applied;
  - 2.22.6.4.9 Patient liability correctly identified and applied;
  - 2.22.6.4.10 Effect of modifier codes correctly applied;
  - 2.22.6.4.11 Other insurance, including long-term care insurance, properly considered and applied;
  - 2.22.6.4.12 Application of benefit limits;
  - 2.22.6.4.13 Whether the processing of the claim correctly considered whether services that exceeded a benefit limit for CHOICES or 1915(c) waiver HCBS were provided as a cost-effective alternative;
  - 2.22.6.4.14 Application of the cost cap, expenditure cap, or individual cost limit for a member in receiving HCBS; and
  - 2.22.6.4.15 Proper coding including bundling/unbundling.
- 2.22.6.5 For audit and verification purposes, the population of claims should be maintained. Additionally, the results of testing at a minimum should be documented to include:
  - 2.22.6.5.1 Results for each attribute tested for each claim selected;

- 2.22.6.5.2 Amount of overpayment or underpayment for claims processed or paid in error;
- 2.22.6.5.3 Explanation of the erroneous processing for each claim processed or paid in error;
- 2.22.6.5.4 Determination if the error is the result of keying errors or the result of errors in the configuration or table maintenance of the claims processing system; and
- 2.22.6.5.5 Claims processed or paid in error have been corrected.
- 2.22.6.6 If the Contractor subcontracts for the provision of any covered services (see Section A.2.26), and the subcontractor is responsible for processing claims (see Section 2.26.12), then the Contractor shall submit a claims payment accuracy percentage report for the claims processed by the subcontractor. The report shall be based on an audit conducted in compliance with the requirements of this Section 2.22.6.
- 2.22.7 Monthly Focused Claims Testing
  - 2.22.7.1 In addition to the claims payment accuracy testing procedures described in Section 2.22.6, the Contractor shall perform a monthly self-test on the accuracy of claims processing based on claims judgmentally selected by TDCI. The maximum number of claims selected by TDCI each month will not exceed twenty-five (25), unless TDCI, at its discretion, determines a larger sample is warranted based on the results of the accuracy tests. The results reported by the Contractor are not intended to represent the percentage of compliance or non-compliance for the total population of claims processed by the Contractor or subcontractors.
  - 2.22.7.2 The monthly focused claims testing procedures include:
    - 2.22.7.2.1 The Contractor shall complete the attribute sheets provided by TDCI for each claim to be tested within thirty (30) calendar days of receipt from TDCI; and
    - 2.22.7.2.2 The Contractor shall submit a plan of correction as requested by TDCI.
- 2.22.8 Claims Processing Methodology Requirements
  - 2.22.8.1 The Contractor shall perform front end system edits, including but not limited to:
    - 2.22.8.1.1 Confirming eligibility on each enrollee as claims are submitted on the basis of the eligibility information provided by the State that applies to the period during which the charges were incurred;
    - 2.22.8.1.2 Third-party liability (TPL);
    - 2.22.8.1.3 Medical necessity (e.g., appropriate age/sex for procedure);
    - 2.22.8.1.4 Prior approval: the system shall determine whether a covered service required prior approval and, if so, whether the Contractor granted such approval;

- 2.22.8.1.5 Duplicate claims: the system shall in an automated manner flag a claim as being (1) exactly the same as a previously submitted claim or (2) a possible duplicate and either deny or pend the claim as needed;
- 2.22.8.1.6 Covered service: the system shall verify that a service is a covered service and is eligible for payment;
- 2.22.8.1.7 Provider validation: the system shall approve for payment only those claims received from providers eligible to render services for which the claim was submitted, including requirements related to public health nurses as described in Section 2.13.;
- 2.22.8.1.8 Benefit limits: the system shall ensure that benefit limit rules set by TennCare are factored into the determination of whether a claim should be adjudicated and paid and whether CHOICES or 1915(c) waiver HCBS that exceed a benefit limit were approved as a cost-effective alternative; and
- 2.22.8.1.9 HIPAA compliancy validation prior to entering the claims adjudication system.
- 2.22.8.2 The Contractor shall perform system edits for valid dates of service: the system shall assure that dates of service are valid dates, e.g., date of discharge is later than date of admission; admission or discharge dates are not in the future or outside of a member's TennCare eligibility span.
- 2.22.8.3 Identify improper payments made to invalid, missing, and/or mismatched NPIs, and/or TINs/EINs.
- 2.22.8.4 The Contractor shall ensure that the cost neutrality cap, expenditure cap, or individual cost limit applicable to a particular CHOICES or 1915(c) waiver member is not exceeded, as applicable.
- 2.22.8.5 The Contractor shall perform post-payment review on a sample of claims to ensure services provided were medically necessary and were provided in accordance with state and federal requirements. This shall include, as applicable, review of provider documentation.
- 2.22.8.6 The Contractor shall not knowingly adjudicate claims for dates of service beyond a TennCare Member's date of death (DOD). Upon notification of a TennCare Member's date of death (DOD), the Contractor shall have processes in place to expeditiously void and/or adjust, and recoup monetary payments for dates of service beyond the TennCare Member's date of death (DOD). TennCare shall receive all voided and/or adjusted claims which resulted from the aforementioned void(s) and/or adjustment(s), and recoupment of monetary payments within 2 business days of the adjudication cycle.
- 2.22.8.7 The Contractor shall have a staff of qualified, medically trained and appropriately licensed personnel, consistent with NCQA accreditation standards, whose primary duties are to assist in evaluating claims for medical necessity.
- 2.22.9 Explanation of Benefits (EOBs) and Related Functions

- 2.22.9.1 The Contractor shall be responsible for generating and mailing EOBs to TennCare enrollees in accordance with guidelines described by TennCare.
- 2.22.9.2 The Contractor shall omit any claims in the EOB file that are associated with sensitive services. The Contractor, with guidance from TennCare, shall develop “sensitive services” logic to be applied to the handling of said claims for EOB purposes.
- 2.22.9.3 At a minimum, EOBs shall be designed to address requirements found in 42 CFR 455.20 and 433.116 as well as requirements associated with a change in TennCare policy and shall include: claims for services with benefit limits, claims with enrollee cost sharing, denied claims with enrollee responsibility, and a sampling of paid claims (excluding ancillary and anesthesia services).
- 2.22.9.4 On a monthly basis, the Contractor shall sample a minimum of one hundred (100) claims and associated EOBs. The sample shall be based on a minimum of twenty-five (25) claims per check run. The EOBs shall be examined for correctness based on how the associated claim was processed and for adherence to the requirements outlined in Section 2.22.8. The Contractor shall ensure that the examined EOBs constitute a representative sample of EOBs from all types of services and provider types. To the extent that the Contractor and/or TennCare considers a particular type of service or provider to warrant closer scrutiny, the Contractor shall over sample as needed.
- 2.22.9.5 Based on the EOBs sent to TennCare enrollees, the Contractor shall track any complaints received from enrollees and resolve the complaints according to its established policies and procedures. The resolution may be enrollee education, provider education, or referral to TBI/OIG. The Contractor shall use the feedback received to modify or enhance the EOB sampling methodology.
- 2.22.10 Remittance Advices and Related Functions
- 2.22.10.1 In concert with its claims payment cycle the Contractor shall provide an electronic status report indicating the disposition for every adjudicated claim for each claim type submitted by providers seeking payment as well as capitated payments generated and paid by the Contractor.
- 2.22.10.2 At a minimum, the status report shall contain appropriate explanatory remarks related to payment or denial of the claim, including but not limited to TPL data, and the Tennessee health insurance program associated with each adjudicated claim (i.e., TennCare or CoverKids).
- 2.22.10.3 If a claim is partially or totally denied on the basis the provider did not submit any required information or documentation with the claim, then the remittance advice shall specifically identify all such information and documentation.
- 2.22.10.4 In accordance with 42 CFR 455.18 and 455.19, the following statement shall be included on each remittance advice sent to providers: “I understand that payment and satisfaction

of this claim will material fact, may be prosecuted under applicable federal be from federal and state funds, and that any false claims, statements, documents, or concealment of a and/or state laws.”

2.22.11 Processing of Payment Errors

The Contractor shall not employ off-system or gross adjustments when processing corrections to payment errors, unless it requests and receives prior written authorization from TennCare.

2.22.12 Notification to Providers

For purposes of network management, the Contractor shall, at a minimum, notify all contract providers to file claims associated with covered services directly with the Contractor, or its subcontractors, on behalf of TennCare enrollees.

2.22.13 Payment Cycle

At a minimum, the Contractor shall run one (1) provider payment cycle per week, on the same day each week, as determined by the Contractor and approved in writing by TennCare.

2.22.14 Excluded Providers

2.22.14.1 The Contractor shall not pay any claim submitted by a provider who has not registered with TennCare and obtained a provider Medicaid identification number or is excluded from participation in Medicare, Medicaid, or SCHIP programs pursuant to Sections 1128 or 1156 of the Social Security Act or is otherwise not in good standing with TennCare.

2.22.14.2 The Contractor shall not pay any claim submitted by a provider that is on payment hold under the authority of TennCare.

**A.2.23 INFORMATION SYSTEMS**

2.23.1 General Provisions

2.23.1.1 Systems Functions

The Contractor shall have Information management processes and Information Systems (hereafter referred to as Systems) that enable it to meet TennCare and federal reporting requirements and other Agreement requirements and that are in compliance with this Contract and all applicable state and federal laws, rules and regulations including HIPAA.

2.23.1.2 Systems Capacity

The Contractor’s Systems shall possess capacity sufficient to handle the workload projected for the start date of operations and shall be scalable and flexible so they can be adapted as needed, within negotiated time frames, in response to changes in Agreement requirements, increases in enrollment estimates, etc.



- 2.23.1.3            Electronic Messaging
- 2.23.1.3.1            The Contractor shall provide a continuously available electronic mail communication link (e-mail system) with TennCare.
- 2.23.1.3.2            The e-mail system shall be capable of attaching and sending documents created using software products other than Contractor's Systems, including TennCare's currently installed version of Microsoft Office and any subsequent upgrades as adopted.
- 2.23.1.3.3            As needed, the Contractor shall be able to communicate with TennCare using TennCare's e-mail system over a secure virtual private network (VPN).
- 2.23.1.3.4            As needed, based on the sensitivity of data contained in an electronic message, the Contractor shall support network-to-network encryption of said messages.
- 2.23.1.4            Participation in Information Systems Work Groups/Committees
- The Contractor and TennCare shall establish an information systems work group/committee to coordinate activities and develop cohesive systems strategies among TennCare and the MCOs. The Work Group will meet on a designated schedule as agreed to by TennCare and the Contractor.
- 2.23.1.5            Connectivity to TennCare/State Network and Systems
- The Contractor shall be responsible for establishing connectivity to TennCare's/the state's wide area data communications network, and the relevant information systems attached to this network, in accordance to all applicable TennCare and/or state policies, standards and guidelines.
- 2.23.1.6            Systems Refresh Plan
- The Contractor shall provide to TennCare an annual *Systems Refresh Plan* (see Section 2.30.17). The plan shall outline how Systems within the Contractor's span of control will be systematically assessed to determine the need to modify, upgrade and/or replace application software, operating hardware and software, telecommunications capabilities, information management policies and procedures, and/or systems management policies and procedures in response to changes in business requirements, technology obsolescence, staff turnover and other relevant factors. The systems refresh plan shall also indicate how the Contractor shall insure that the version and/or release level of all of its Systems components (application software, operating hardware, operating software) are always formally supported by the original equipment manufacturer (OEM), software development firm (SDF), or a third party authorized by the OEM and/or SDF to support the System component.
- 2.23.2            Data and Document Management Requirements
- 2.23.2.1            HIPAA and HITECH

The parties warrant that they are familiar with the Federal regulations under HIPAA and HITECH and agree to comply with the provisions as amended and to the extent the following apply: “Individually Identifiable Health Information,” “Protected Health Information,” “Unsecured PHI,” “Safeguarding Enrollee Information,” and “Privacy Breach”.

#### 2.23.2.2 Adherence to Data and Document Management Standards

2.23.2.2.1 The Contractor’s Systems shall conform to the data and document management standards by information type/subtype detailed in the HIPAA Implementation and TennCare Companion guides, inclusive of the standard transaction code sets specified in the guides.

2.23.2.2.2 The Contractor’s Systems shall conform to HIPAA standards for data and document management that are currently under development within one-hundred twenty (120) calendar days of the standard’s effective date or, if earlier, the date stipulated by CMS or TennCare.

#### 2.23.2.3 Data Model and Accessibility

The Contractor’s Systems shall be Structured Query Language (SQL) and/or Open Database Connectivity (ODBC) compliant; alternatively, the Contractor’s Systems shall employ a relational data model in the architecture of its databases in addition to a relational database management system (RDBMS) to operate and maintain said databases.

#### 2.23.2.4 Data and Document Relationships

2.23.2.4.1 When the Contractor houses indexed images of documents used by members and providers to transact with the Contractor the Contractor shall ensure that these documents maintain logical relationships to certain key data such as member identification and provider identification number.

2.23.2.4.2 The Contractor shall ensure that records associated with a common event, transaction or customer service issue have a common index that will facilitate search, retrieval and analysis of related activities, e.g., interactions with a particular member about a reported problem.

2.23.2.4.3 Upon TennCare request, the Contractor shall be able to generate a listing of all members and providers that were sent a particular document, the date and time that the document was generated, and the date and time that it was sent to particular members or providers or groups thereof. The Contractor shall also be able to generate a sample of said document.

#### 2.23.2.5 Information Retention

2.23.2.5.1 The Contractor shall provide and maintain a comprehensive information retention plan that is in compliance with state and federal requirements. The plan shall comply with

the applicable requirements of the Tennessee Department of General Services, Records Management Division.

2.23.2.5.2 The Contractor shall maintain information on-line for a minimum of three (3) years, based on the last date of update activity, and update detailed and summary history data monthly for up to three (3) years to reflect adjustments.

2.23.2.5.3 The Contractor shall provide forty-eight (48) hour turnaround or better on requests for access to information that is between three (3) years and six (6) years of age, and seventy-two (72) hour turnaround or better on requests for access to information in machine readable form that is between six (6) and ten (10) years of age.

2.23.2.5.4 If an audit or administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are unresolved, information shall be kept in electronic form until all tasks or proceedings are completed.

#### 2.23.2.6 Information Ownership

All information, whether data or documents, and reports that contain or make references to said information, involving or arising out of this Contract is owned by TennCare. The Contractor is expressly prohibited from sharing or publishing TennCare information and reports without the prior written consent of TennCare.

#### 2.23.3 System and Data Integration Requirements

##### 2.23.3.1 Adherence to Standards for Data Exchange

2.23.3.1.1 The Contractor's Systems shall be able to transmit, receive and process data in HIPAA-compliant or TennCare-specific formats and methods, including but not limited to secure File Transfer Protocol (FTP) over a secure connection such as a VPN, that are in use at the start of Systems Readiness Review activities. These formats are detailed in the HIPAA Implementation and TennCare Companion guides.

2.23.3.1.2 The Contractor's Systems shall conform to future federal and/or TennCare specific standards for data exchange within one-hundred twenty (120) calendar days of the standard's effective date or, if earlier, the date stipulated by CMS or TennCare. The Contractor shall partner with TennCare in the management of current and future data exchange formats and methods and in the development and implementation planning of future data exchange methods not specific to HIPAA or other federal effort. Furthermore, the Contractor shall conform to these standards as stipulated in the plan to implement such standards.

##### 2.23.3.2 HIPAA Compliance Checker

All HIPAA-conforming exchanges of data between TennCare and the Contractor shall be subjected to the highest level of compliance as measured using an industry-standard HIPAA compliance checker application.

#### 2.23.3.3 TennCare/State Website/Portal Integration

Where deemed that the Contractor's web presence will be incorporated to any degree to TennCare's or the state's web presence/portal, the Contractor shall conform to the applicable TennCare or state standards for website structure, coding and presentation.

#### 2.23.3.4 Connectivity to and Compatibility/Interoperability with TennCare Systems and IS Infrastructure

2.23.3.4.1 The Contractor shall be responsible for establishing connectivity to TennCare's/the state's wide area data communications network, and the relevant information systems attached to this network, in accordance to all applicable TennCare and/or state policies, standards and guidelines.

2.23.3.4.2 All of the Contractor's applications, operating software, middleware, and networking hardware and software shall be able to interoperate as needed with TennCare and/or state systems and shall conform to applicable standards and specifications set by TennCare and/or the state agency that owns the system.

#### 2.23.3.5 Data Exchange in Support of TennCare's Program Integrity and Compliance Functions

The Contractor's System(s) shall be capable of generating files in the prescribed formats for upload into TennCare Systems used specifically for program integrity and compliance purposes.

#### 2.23.3.6 Address Standardization

The Contractor's System(s) shall possess mailing address standardization functionality in accordance with US Postal Service conventions.

#### 2.23.4 Encounter Data Provision Requirements (Encounter Submission and Processing)

##### 2.23.4.1 General Encounter Data Standards

2.23.4.1.1 The Contractor's claims management system shall contain the following capabilities for the purpose of encounter data submissions:

2.23.4.1.1.1 Collection and maintenance of sufficient enrollee encounter data to identify the provider who delivers any item(s) or service(s) to enrollees;

2.23.4.1.1.2 Submission of enrollee encounter data to TennCare at a frequency and level of detail to be specified by CMS and TennCare, based on program administration, oversight, and program integrity needs which shall at a minimum include but not limited to allowed amount and paid amount;

2.23.4.1.1.3 Submission of all enrollee encounter data that TennCare is required to report to CMS; and

2.23.4.1.1.4 Specifications for submitting encounter data to TennCare in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate.

2.23.4.2 Adherence to HIPAA Standards

The Contractor's Systems are required to conform to HIPAA-standard transaction code sets as specified in the HIPAA Implementation and TennCare Companion guides.

2.23.4.3 Quality of Submission

2.23.4.3.1 The Contractor shall submit encounter data that meets established TennCare data quality standards. These standards are defined by TennCare to ensure receipt of complete and accurate data for program administration and will be closely monitored and strictly enforced. TennCare will revise and amend these standards as necessary to ensure continuous quality improvement. The Contractor shall make changes or corrections to any systems, processes or data transmission formats as needed to comply with TennCare data quality standards as originally defined or subsequently amended. The Contractor shall comply with industry-accepted clean claim standards for all encounter data, including submission of complete and accurate data for all fields required on standard billing forms or electronic claim formats to support proper adjudication of a claim. In the event that the Contractor denies provider claims for reimbursement due to lack of sufficient or accurate data required for proper adjudication, the Contractor shall submit all available claim data to TennCare without alteration or omission. Where the Contractor has entered into capitated reimbursement arrangements with providers, the Contractor shall require submission of all utilization or encounter data to the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims (see Section 2.12.9.34); the Contractor shall require this submission from providers as a condition of the capitation payment and shall make every effort to enforce this contract provision to ensure timely receipt of complete and accurate data. The Contractor shall be required to submit all data relevant to the adjudication and payment of claims in sufficient detail, as defined by TennCare, in order to support comprehensive financial reporting and utilization analysis. The Contractor shall submit encounter data according to standards and formats as defined by TennCare, complying with standard code sets and maintaining integrity with all reference data sources including provider and member data. All encounter data submissions will be subjected to systematic data quality edits and audits on submission to verify not only the data content but also the accuracy of claims processing. Any batch submission which contains fatal errors that prevent processing or that does not satisfy defined threshold error rates will be rejected and returned to the Contractor for immediate correction. Re-submittals of rejected files, or notification of when the file will be resubmitted shall be completed within one (1) business day. Due

to the need for timely data and to maintain integrity of processing sequence, should the Contractor fail to respond in accordance with this Section, the Contractor shall address any issues that prevent processing of an encounter batch in accordance with procedures specified in Section 2.23.14.

2.23.4.3.2 TennCare will reject an entire file or an individual encounter failing certain edits, as deemed appropriate and necessary by TennCare to ensure accurate processing or encounter data quality, and will return these transactions to the Contractor for research and resolution. TennCare will require expeditious action on the part of the Contractor to resolve errors or problems associated with said claims or the adjudication thereof, including any necessary changes or corrections to any systems, processes or data transmission formats. The Contractor shall, unless otherwise directed by TennCare, address entire file rejects within two (2) business days of TennCare's rejection and individual encounter rejects within forty-five (45) calendar days of TennCare's rejection. Such errors will be considered acceptably addressed when the Contractor has either confirmed and corrected the reported issue or disputed the reported issue with supporting information or documentation that substantiates the dispute. TennCare may require resubmission of the transaction with reference to the original in order to document resolution. Failure to promptly research and address reported errors, including submission of and compliance with an acceptable Corrective Action Plan as required may result in damages and sanctions as described in Section 2.23.14.

2.23.4.4 Provision of Encounter Data

2.23.4.4.1 Within two (2) business days of the end of a payment cycle the Contractor shall generate encounter data files for that payment cycle from its claims management system(s) and/or other sources. If the Contractor has more than one (1) payment cycle within the same calendar week, the encounter data files may be merged and submitted within two (2) business days of the end of the last payment cycle during the calendar week.

2.23.4.4.2 Any encounter data from a subcontractor shall be included in the file from the Contractor. The Contractor shall not submit separate encounter files from subcontractors.

2.23.4.4.3 The files shall contain settled claims and claim adjustments, including but not limited to adjustments necessitated by payment errors, processed during that payment cycle, as well as encounters processed during that payment cycle from providers with whom the Contractor has a capitation arrangement.

2.23.4.4.4 The level of detail associated with encounters from providers with whom the Contractor has a capitation arrangement shall be equivalent to the level of detail associated with encounters for which the Contractor received and settled a fee-for-service claim.

- 2.23.4.4.5 The Contractor shall adhere to federal and/or TennCare payment rules in the definition and treatment of certain data elements, e.g., units of service, that are standard fields in the encounter data submissions and will be treated similarly by TennCare across all MCOs.
- 2.23.4.4.6 The Contractor shall provide encounter data files electronically to TennCare in adherence to the procedure and format indicated in the HIPAA Implementation and TennCare Companion guides.
- 2.23.4.4.7 The Contractor shall institute processes to ensure the validity and completeness of the data it submits to TennCare. At its discretion, TennCare will conduct general data validity and completeness audits using industry-accepted statistical sampling methods. Data elements that will be audited include but are not limited to: member ID, date of service, provider ID (including NPI number and Medicaid I.D. Number), category and sub category (if applicable) of service, diagnosis codes, procedure codes and modifiers, revenue codes, adherence to benefit limits, date of claim processing, and date of claim payment. Control totals shall also be reviewed and verified. Additionally, the Contractor shall reconcile all encounter data submitted to the State to control totals and to the Contractor's Medical Fund Target reports and supply the reconciliation to TennCare with each of the Medical Fund Target report submissions as specified in Section 2.30.15.2.1(see Section 2.30.17.3).
- 2.23.4.4.8 Encounter records shall be submitted such that payment for discrete services which may have been submitted in a single claim can be ascertained in accordance with the Contractor's applicable reimbursement methodology for that service.
- 2.23.4.4.9 The Contractor shall be able to receive, maintain and utilize data extracts from TennCare and its contractors, e.g., pharmacy data from TennCare or its PBM.
- 2.23.4.4.10 The Contractor shall not implement imitations of TennCare's Custom SNIP 7 Encounter Edits Listing or likewise use the TennCare Edifecs Ramp Manager tool for the purpose of preventing submission of post adjudicated encounter production data to TennCare. It is permissible for the Contractor to implement imitations of TennCare's Custom SNIP 7 Encounter Edits Listing prior to claim adjudication.
- 2.23.4.4.11 In a manner prescribed by TennCare, the Contractor shall support bi-directional integrated accumulator batch feeds including, but not limited to outpatient patient pharmacy claims, physician administered drug claims, diagnosis codes, out-of-pocket expenses and cost-sharing, up to four (4) times daily.
- 2.23.5 Eligibility and Enrollment Data Exchange Requirements

- 2.23.5.1 The Contractor shall receive, process and update outbound 834 enrollment files sent daily by TennCare.
- 2.23.5.2 The Contractor shall systematically update its eligibility/enrollment databases within twenty-four (24) hours of receipt of said files. Any outbound 834 transactions which fail to update/load systematically must be manually updated within twenty-four (24) hours of receipt. The Contractor shall report to TennCare, in a form and format to be provided by TennCare, outbound 834 transactions that are not processed within these time frames and include information regarding when the transactions were completed. Any transactions that are not updated/loaded within twenty-four (24) hours of receipt from TennCare and/or persistent issues with high volumes of transitions that require manual upload may require the Contractor to initiate a Corrective Action Plan for resolution of the issues preventing compliance. If the Contractor has reason to believe they may not meet this requirement based on unusual circumstances, the Contractor must notify TennCare and TennCare may make an exception without requiring a Corrective Action Plan.
- 2.23.5.3 The Contractor shall submit daily, inbound 834 enrollment files to TennCare.
- 2.23.5.4 The Contractor shall report address changes, other TPL resource and PCP assignments for their members in the daily 834 inbound files within twenty-four (24) hours or within the next 834 inbound file submission to TennCare. If the Contractor has reason to believe they may not meet this requirement based on unusual circumstances, the Contractor must notify TennCare and TennCare may make an exception without requiring a Corrective Action Plan.
- 2.23.5.5 The Contractor shall transmit daily to TennCare, in the formats and methods specified in the HIPAA Implementation and TennCare Companion guides or as otherwise specified by TennCare: member address changes, telephone number changes, third-party liability and PCP.
- 2.23.5.6 The Contractor shall be capable of uniquely identifying a distinct TennCare member across multiple populations and Systems within its span of control.
- 2.23.5.7 The Contractor shall be able to identify potential duplicate records for a single member and, upon confirmation of said duplicate record by TennCare, and resolve the duplication such that the enrollment, service utilization, and customer interaction histories of the duplicate records are linked or merged.
- 2.23.5.8 The Contractor shall identify and report to TennCare any member who has been identified as pregnant and has subsequently delivered or had a terminated pregnancy. This information shall be reported in a format described by TennCare.
- 2.23.6 Patient Access Application Programming Interface (API), Provider Directory API, and Payor-to-Payor Data Exchange



- 2.23.6.1 Patient Access Application Programming Interface (API). The Contractor shall provide their members with the ability to access their own personal health information, including unstructured claims and encounter information, costs, and a defined sub-set of their clinical information as outlined in CMS-regulation (CMS-9115-F), specifically for Patient Access, and current version of the United States Core Data for Interoperability (USCDI) dataset. The Contractor shall be responsible for the Patient Access API, including all applicable technology standards, supporting technology infrastructure, and security protocols required to conform with CMS-regulation (CMS-9115-F). This information shall be provided via an HL7 FHIR compliant standards-based API available to third-party applications of the Contractor's choice. In accordance with 42 CFR 431.60 this shall include:
- 2.23.6.1.1 Data concerning adjudicated claims, including claims data for payment decisions that may be appealed, were appealed, or are in the process of appeal, and provider remittances and beneficiary cost-sharing pertaining to such claims, no later than one (1) business day after a claim is processed;
- 2.23.6.1.2 Encounter data, including encounter data from any network providers the Contractor is compensating on the basis of capitation payments and adjudicated claims and encounter data from any subcontractors no later than one (1) business day after receiving the data from providers
- 2.23.6.1.3 Clinical data, including laboratory results, if the Contractor maintains any such data, no later than one (1) business day after the data is received by the state; and
- 2.23.6.1.4 Information about covered outpatient drugs and updates to such information, including, where applicable, preferred drug list information, no later than one (1) business day after the effective date of any such information or updates to such information.
- 2.23.6.2 Provider Directory API. The Contractor shall make their Member-enrolled MCO provider directory information publicly available via a standards-based API per the requirements outlined in CMS-regulation (CMS-9115-F). At a minimum, the Contractor must make the following criteria available: provider names, addresses, phone numbers, and specialties. The Provider Directory API shall be provided via an HL7 FHIR compliant standards-based API.
- 2.23.6.3 Payor-to-Payor Data Exchange. The Contractor shall provide members with the ability to exchange certain patient clinical data (specifically the current version of the U.S. Core Data for Interoperability (USCDI) data set) and claims-related discrete data (ex. procured, diagnosis, and costs) at the member's request. Members shall have the ability to request the transfer of all clinical and claims-related data from an assigned payor to a future payor to enable health data portability with a goal of facilitating informed decision-making, efficient care, and ultimately can lead to better health outcomes. The Contractor is required to conform with CMS-regulation (CMS-9115-F) and implement a process for this data exchange beginning January 1, 2022.

- 2.23.7 System and Information Security and Access Management Requirements
  - 2.23.7.1 The Contractor's Systems shall employ an access management function that restricts access to varying hierarchical levels of system functionality and information. The access management function shall:
    - 2.23.7.1.1 Restrict access to information on a "least privilege" basis, e.g., users permitted inquiry privileges only will not be permitted to modify information;
    - 2.23.7.1.2 Restrict access to specific system functions and information based on an individual user profile, including inquiry only capabilities; global access to all functions shall be restricted to specified staff jointly agreed to by TennCare and the Contractor; and
    - 2.23.7.1.3 Restrict unsuccessful attempts to access system functions to three (3), with a system function that automatically prevents further access attempts and records these occurrences.
  - 2.23.7.2 The Contractor shall make System information available to duly authorized representatives of TennCare and other state and federal agencies to evaluate, through inspections or other means, the quality, appropriateness and timeliness of services performed.
  - 2.23.7.3 The Contractor's Systems shall contain controls to maintain information integrity. These controls shall be in place at all appropriate points of processing. The controls shall be tested in periodic and spot audits following a methodology to be developed jointly by and mutually agreed upon by the Contractor and TennCare.
  - 2.23.7.4 Audit trails shall be incorporated into all Systems to allow information on source data files and documents to be traced through the processing stages to the point where the information is finally recorded. The audit trails shall:
    - 2.23.7.4.1 Contain a unique log-on or terminal ID, the date, and time of any create/modify/delete action and, if applicable, the ID of the system job that effected the action;
    - 2.23.7.4.2 Have the date and identification "stamp" displayed on any on-line inquiry;
    - 2.23.7.4.3 Have the ability to trace data from the final place of recording back to its source data file and/or document;
    - 2.23.7.4.4 Be supported by listings, transaction reports, update reports, transaction logs, or error logs;
    - 2.23.7.4.5 Facilitate auditing of individual records as well as batch audits; and
    - 2.23.7.4.6 Be maintained online for no less than two (2) years; additional history shall be retained for no less than ten (10) years and shall be retrievable within 48 hours.
  - 2.23.7.5 The Contractor's Systems shall have inherent functionality that prevents the alteration of finalized records.

- 2.23.7.6 The Contractor shall provide for the physical safeguarding of its data processing facilities and the systems and information housed therein. The Contractor shall provide TennCare with access to data facilities upon request. The physical security provisions shall be in effect for the life of this Contract.
- 2.23.7.7 The Contractor shall restrict perimeter access to equipment sites, processing areas, and storage areas through a card key or other comparable system, as well as provide accountability control to record access attempts, including attempts of unauthorized access.
- 2.23.7.8 The Contractor shall include physical security features designed to safeguard processor site(s) through required provision of fire retardant capabilities, as well as smoke and electrical alarms, monitored by security personnel.
- 2.23.7.9 The Contractor shall put in place procedures, measures and technical security to prohibit unauthorized access to the regions of the data communications network inside of a Contractor's span of control. This includes but is not limited to: no provider or member service applications shall be directly accessible over the Internet and shall be appropriately isolated to ensure appropriate access.
- 2.23.7.10 The Contractor shall ensure that remote access users of its Systems can only access said Systems through two-factor user authentication and via methods such as Virtual Private Network (VPN), which must be prior approved in writing by TennCare.
- 2.23.7.11 The Contractor shall comply with recognized industry standards governing security of state and federal automated data processing systems and information processing. At a minimum, the Contractor shall conduct a security risk assessment and communicate the results in an information security plan provided Prior to the Start Date of Operations. The risk assessment shall also be made available to appropriate federal agencies.
- 2.23.8 Systems Availability, Performance and Problem Management Requirements
- 2.23.8.1 The Contractor shall ensure that critical member and provider Internet and/or telephone-based functions and information, including but not limited to Confirmation of MCO Enrollment (CME), ECM, and self-service customer service functions are available to the applicable System users twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled System unavailability agreed upon by TennCare and the Contractor. Unavailability caused by events outside of a Contractor's span of control is outside of the scope of this requirement.
- 2.23.8.2 The Contractor shall ensure that at a minimum all other System functions and information are available to the applicable system users between the hours of 7 a.m. and 7 p.m., in the time zone applicable to the Grand Region being served (for the Middle Grand Region, the applicable time zone shall be Central Time), Monday through Friday.

- 2.23.8.3 The Contractor shall ensure that the systems and processes within its span of control associated with its data exchanges with TennCare are available and operational according to specifications and the data exchange schedule.
- 2.23.8.4 In the event of a declared major failure or disaster, the Contractor's core eligibility/enrollment and claims processing systems shall be back online within seventy-two (72) hours of the failure's or disaster's occurrence.
- 2.23.8.5 Upon discovery of any problem within its span of control that may jeopardize or is jeopardizing the availability and performance of critical systems functions and the availability of critical information as defined in this Section of the Agreement, including any problems impacting scheduled exchanges of data between the Contractor and TennCare, the Contractor shall notify the applicable TennCare staff via phone, fax and/or electronic mail within sixty (60) minutes of such discovery. In its notification the Contractor shall explain in detail the impact to critical path processes such as enrollment management and encounter submission processes.
- 2.23.8.6 Where the problem results in delays in report distribution or problems in on-line access to critical systems functions and information during a business day, the Contractor shall notify the applicable TennCare staff within fifteen (15) minutes of discovery of the problem, in order for the applicable work activities to be rescheduled or handled based on System unavailability protocols.
- 2.23.8.7 The Contractor shall provide to appropriate TennCare staff information on System unavailability events, as well as status updates on problem resolution. At a minimum these updates shall be provided on an hourly basis and made available via electronic mail and/or telephone.
- 2.23.8.8 The Contractor shall resolve unscheduled System unavailability of CME and ECM functions, caused by the failure of systems and telecommunications technologies within the Contractor's span of control, and shall implement the restoration of services, within sixty (60) minutes of the official declaration of System unavailability. Unscheduled System unavailability to all other Contractor System functions caused by systems and telecommunications technologies within the Contractor's span of control shall be resolved, and the restoration of services implemented, within eight (8) hours of the official declaration of System unavailability.
- 2.23.8.9 Cumulative System unavailability caused by systems and/or IS infrastructure technologies within the Contractor's span of control shall not exceed twelve (12) hours during any continuous twenty (20) business day period.
- 2.23.8.10 The Contractor shall not be responsible for the availability and performance of systems and IS infrastructure technologies outside of the Contractor's span of control.
- 2.23.8.11 Within five (5) business days of the occurrence of a problem with system availability, the Contractor shall provide TennCare with full written documentation that includes a

Corrective Action Plan describing how the Contractor shall prevent the problem from occurring again.

2.23.8.12 Business Continuity and Disaster Recovery (BC-DR) Plan

2.23.8.12.1 Regardless of the architecture of its Systems, the Contractor shall develop and be continually ready to invoke a BC-DR plan that is reviewed and prior approved in writing by TennCare.

2.23.8.12.2 At a minimum the Contractor's BC-DR plan shall address the following scenarios: (a) the central computer installation and resident software are destroyed or damaged, (b) System interruption or failure resulting from network, operating hardware, software, or operational errors that compromises the integrity of transactions that are active in a live system at the time of the outage, (c) System interruption or failure resulting from network, operating hardware, software or operational errors that compromises the integrity of data maintained in a live or archival system, and (d) System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the System, i.e., causes unscheduled System unavailability.

2.23.8.12.3 The Contractor's BC-DR plan shall specify projected recovery times and data loss for mission-critical Systems in the event of a declared disaster.

2.23.8.12.4 The Contractor shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to TennCare that it can restore System functions per the standards outlined elsewhere in this Section, Section A.2.23 of the Contract.

2.23.8.12.5 The Contractor shall submit a baseline BC-DR plan to TennCare and communicate proposed modifications as required in Section 2.30.17.

2.23.9 System User and Technical Support Requirements

2.23.9.1 The Contractor shall provide Systems Help Desk (SHD) services to all TennCare staff and the other agencies that may have direct access to Contractor systems.

2.23.9.2 The Contractor's SHD shall be available via local and toll-free telephone service and via e-mail from 7 a.m. to 7 p.m., in the time zone applicable to the Grand Region being served (for the Middle Grand Region, the applicable time zone shall be Central Time), Monday through Friday, with the exception of State of Tennessee holidays. Upon TennCare request, the Contractor shall staff the SHD on a state holiday, Saturday, or Sunday.

2.23.9.3 The Contractor's SHD staff shall answer user questions regarding Contractor System functions and capabilities; report recurring programmatic and operational problems to appropriate Contractor or TennCare staff for follow-up; redirect problems or queries that are not supported by the SHD, as appropriate, via a telephone transfer or other agreed upon

methodology; and redirect problems or queries specific to data access authorization to the appropriate TennCare login account administrator.

- 2.23.9.4 The Contractor shall ensure individuals who place calls to the SHD between the hours of 7 p.m. and 7 a.m., in the time zone applicable to the Grand Region being served (for the Middle Grand Region, the applicable time zone shall be Central Time), shall be able to leave a message. The Contractor's SHD shall respond to messages by noon the following business day.
- 2.23.9.5 The Contractor shall ensure recurring problems not specific to System unavailability identified by the SHD shall be documented and reported to Contractor management within one (1) business day of recognition so that deficiencies are promptly corrected.
- 2.23.9.6 The Contractor shall have an IS service management system that provides an automated method to record, track and report on all questions and/or problems reported to the SHD.
- 2.23.10 System Testing and Change Management Requirements
  - 2.23.10.1 The Contractor shall notify the applicable TennCare staff person of the following changes to Systems within its span of control within at least ninety (90) calendar days of the projected date of the change.
    - 2.23.10.1.1 Major changes, upgrades, modifications or updates to application or operating software associated with the following core production Systems: claims processing, eligibility and enrollment processing, service authorization management, provider enrollment and data management, and encounter data management; and
    - 2.23.10.1.2 Conversions of core transaction management Systems.
  - 2.23.10.2 If so directed by TennCare, the Contractor shall discuss the proposed change in the Systems work group.
  - 2.23.10.3 The Contractor shall respond to TennCare notification of System problems not resulting in System unavailability according to the following time frames:
    - 2.23.10.3.1 Within five (5) calendar days of receiving notification from TennCare the Contractor shall respond in writing to notices of system problems;
    - 2.23.10.3.2 Within fifteen (15) calendar days, the correction shall be made or a requirements analysis and specifications document will be due;
    - 2.23.10.3.3 The Contractor shall correct the deficiency by an effective date to be determined by TennCare;
    - 2.23.10.3.4 The Contractor's Systems shall have a system-inherent mechanism for recording any change to a software module or subsystem; and

- 2.23.10.3.5 The Contractor shall put in place procedures and measures for safeguarding against unauthorized modifications to Contractor Systems.
- 2.23.10.4 Valid Window for Certain System Changes
- Unless otherwise agreed to in advance by TennCare as part of the activities described in this Section 2.23.10, the Contractor shall not schedule System unavailability to perform System maintenance, repair and/or upgrade activities to take place during hours that can compromise or prevent critical business operations.
- 2.23.10.5 Testing
- The Contractor shall work with TennCare pertaining to any testing initiative as required by TennCare.
- 2.23.11 Information Systems Documentation Requirements
- 2.23.11.1 The Contractor shall ensure that written System process and procedure manuals document and describe all manual and automated system procedures for its information management processes and information systems.
- 2.23.11.2 The Contractor shall develop, prepare, print, maintain, produce, and distribute to TennCare distinct System design and management manuals, user manuals and quick/reference guides, and any updates.
- 2.23.11.3 The Contractor's System user manuals shall contain information about, and instructions for, using applicable System functions and accessing applicable system data.
- 2.23.11.4 When a System change is subject to TennCare prior written approval, the Contractor shall submit revisions to the appropriate manuals for prior written approval before implementing said System changes.
- 2.23.11.5 All of the aforementioned manuals and reference guides shall be available in printed form and/or on-line. If so prescribed, the manuals shall be published in accordance to the appropriate TennCare and/or TennCare standard.
- 2.23.11.6 The Contractor shall update the electronic version of these manuals immediately; updates to the printed version of these manuals shall occur within ten (10) business days of the update taking effect.
- 2.23.12 Reporting Requirements (Specific to Information Management and Systems Functions and Capabilities)
- 2.23.12.1 The Contractor shall comply with all reporting requirements as described in Section 2.30.16 of this Contract.
- 2.23.12.2 The Contractor shall provide systems-based capabilities for access by authorized TennCare personnel, on a secure and read-only basis, to data that can be used in ad hoc reports.

- 2.23.13 Other Requirements
  - 2.23.13.1 Clinical Document Architecture (CDA) Requirements
    - 2.23.13.1.1 At the direction of TennCare, the Contractor shall partner with TennCare specified entities to share membership information for the purposes of receiving clinical data for the Contractor's members. The Contractors shall use this information to improve the coordination of care for the Contractor's members which shall include, but not be limited to high risk pregnancy members.
  - 2.23.13.2 Statewide Data Warehouse Requirements
    - 2.23.13.2.1 The Contractor shall participate in a statewide effort to tie all hospitals, physicians, and other providers' information into a data warehouse that shall include, but not be limited to, claims information, formulary information, medically necessary service information, cost sharing information and a listing of providers by specialty for each MCO.
  - 2.23.13.3 Community Health Record for TennCare Enrollees (Electronic Medical Record)
    - 2.23.13.3.1 At such time that TennCare requires, the Contractor shall participate and cooperate with TennCare to implement, within a reasonable time frame, a secure, Web-accessible community health record for TennCare enrollees.
    - 2.23.13.3.2 The design of the Web site for accessing the community health record and the record format and design shall comply with HIPAA, other federal and all state privacy and confidentiality regulations.
    - 2.23.13.3.3 The Contractor shall provide a Web-based access vehicle for contract providers to the System described in Section 2.23.13.3.1 and shall work with said providers to encourage adoption of this System
  - 2.23.13.4 The Contractor and TennCare agree to administer a community health record.
- 2.23.14 Corrective Actions, Liquidated Damages and Sanctions Related to Information Systems
  - 2.23.14.1 Within five (5) business days of receipt of notice from TennCare of the occurrence of a problem with the provision and/or intake of an encounter or outbound 834 enrollment file or submission of an inbound 834 file, the Contractor shall provide TennCare with full written documentation that includes acknowledgement of receipt of the notice, a Corrective Action Plan describing how the Contractor has addressed or will address the immediate problem and how the Contractor shall prevent the problem from recurring. In the event that the Contractor fails to correct errors which prevent processing of encounter or enrollment data in a timely manner as required by TennCare, fails to submit a Corrective Action Plan as requested or required, or fails to comply with an accepted Corrective Action Plan,



TennCare may assess liquidated damages as specified in Section E.27.2. Continued or repeated failure to submit clean encounter data may result in the application of additional damages or sanctions or be considered a breach of the Contract.

2.23.14.2 Individual records submitted by the Contractor may be rejected; these records, once errors therein have been corrected, shall be resubmitted by the Contractor as stipulated by TennCare. In the event that the Contractor is unable to research or address reported errors in a timely manner as required by TennCare, the Contractor shall submit to TennCare a Corrective Action Plan describing how the Contractor shall research and address the errors and how the Contractor shall prevent the problem from recurring within five (5) business days of receipt of notice from TennCare that individual records submitted by the Contractor have been rejected. In the event that the Contractor fails to address or resolve problems with individual records in a timely manner as required by TennCare, which shall include failure to submit a Corrective Action Plan as requested or required, or failure to comply with an accepted Corrective Action Plan, TennCare may assess liquidated damages as specified in Section E.27. Continued or repeated failure to address reported errors may result in additional damages or sanctions or be considered a breach of the Contract.

2.23.14.3 In the event that the Contractor fails to demonstrate in the tests of its BC-DR plan that it can restore system functions per the standards outlined in this Contract, the Contractor shall submit to TennCare a Corrective Action Plan that describes how the failure will be resolved. The Corrective Action Plan shall be delivered within five (5) business days of the conclusion of the test.

#### **A.2.24 ADMINISTRATIVE REQUIREMENTS**

2.24.1 General Responsibilities

2.24.1.1 TennCare shall be responsible for management of this Contract. Management shall be conducted in good faith with the best interest of the State and the citizens it serves being the prime consideration. Management of TennCare Select shall be conducted in a manner consistent with simplicity of administration and the best interests of enrollees, as required by 42 USC 1396a(a)(19).

2.24.1.2 The Contractor shall be responsible for complying with the requirements of this Contract and shall act in good faith in the performance of the requirements of this Contract.

2.24.1.3 The Contractor shall develop policies and procedures that describe, in detail, how the Contractor shall comply with the requirements of this Contract and, as applicable, are specific to each Grand Region covered by this Contract, and the Contractor shall administer this Contract in accordance with those policies and procedures unless otherwise directed or approved in writing by TennCare.

2.24.1.4 It is recognized that TennCare Select medical management procedures may differ from the Contractor's medical management procedures utilized for operations under the Contract in order to recognize the unique populations served by this Contract. To the extent that

TennCare Select medical management procedures are different from the Contractor's medical management procedures, the Contractor shall obtain written approval from TennCare unless otherwise directed or approved by TennCare.

2.24.1.5 The Contractor shall submit policies and procedures and other deliverables specified by TennCare to TennCare for review and/or written approval in the format and within the time frames specified by TennCare. The Contractor shall make any changes requested by TennCare to policies and procedures or other deliverables and in the time frames specified by TennCare.

2.24.1.6 As provided in Section E.17 of this Contract, should the Contractor have a question on policy determinations, benefits, or operating guidelines required for proper performance of the Contractor's responsibilities, the Contractor shall request a determination from TennCare in writing.

#### 2.24.2 Annual Behavioral Health Engagement Plan

The Contractor shall submit an Annual Behavioral Health Engagement Plan, in a format specified by TennCare, which describes the Contractor's plan for engaging TennCare members, family representatives and behavioral health providers for the purpose of receiving input and advice regarding all aspects of Behavioral Health Services according to the following requirements:

2.24.2.1 The Contractor's engagement activities shall involve at least fifty-one percent (51%) consumer and family representatives, of which the majority shall include individuals and/or families of those who may meet the clinical criteria of a priority enrollee;

2.24.2.2 There shall be geographic diversity;

2.24.2.3 There shall be cultural and racial diversity;

2.24.2.4 There shall be representation by behavioral health providers, Certified Peer Recovery Specialists and/or Certified Family Support Specialists and consumers (or family members of consumers) of substance use disorder services, and the Contractor's Behavioral Health Consumer Advocates;

2.24.2.5 At a minimum, input shall include policy development, planning for services, service evaluation, and member, family member and provider education;

2.24.2.6 Whenever the Contractor's engagement plan involves travel, the Contractor shall pay travel costs for consumers and family representatives;

2.24.2.7 The Contractor shall provide education and training to ensure consumers, family representatives and providers have sufficient information and understanding of the Contractor's engagement activities to ensure active participation and involvement; and

- 2.24.2.8 Upon request, the Contractor shall provide a report on the engagement activities outlined in the Contractor's annual engagement plan in a format specified by TennCare.
- 2.24.3 CHOICES Advisory Group
- 2.24.3.1 To promote a collaborative effort to enhance the long-term care service delivery system in each Grand Region covered by this Contract while maintaining a member-centered focus, the Contractor shall establish a CHOICES advisory group that is accountable to the Contractor's governing body to provide input and advice regarding the Contractor's CHOICES program and policies. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the requirements of Section 2.24.3 do not apply. When directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall, as directed by TennCare, comply with the requirements of Section 2.24.3.
- 2.24.3.2 The Contractor's CHOICES advisory group shall include CHOICES members, member's representatives, advocates, and providers. At least fifty-one percent (51%) of the group shall be CHOICES members and/or their representatives (e.g., family members or caregivers) and the group shall include at least one active Money Follows the Person participant. The advisory group shall include representatives from nursing facility and CHOICES HCBS providers, including community-based residential alternative providers. The group shall reflect the geographic, cultural and racial diversity of each Grand Region covered by this Contract.
- 2.24.3.3 At a minimum, the Contractor's CHOICES advisory group shall have input into the Contractor's planning and delivery of long-term care services, CHOICES QM/QI activities, program monitoring and evaluation, and member, family and provider education.
- 2.24.3.4 The Contractor shall provide an orientation and ongoing training for advisory group members so they have sufficient information and understanding of the CHOICES program to fulfill their responsibilities.
- 2.24.3.5 The Contractor's CHOICES advisory group shall meet at least quarterly, and the Contractor shall keep a written record of meetings.
- 2.24.3.6 The Contractor shall pay travel costs for advisory group members who are CHOICES members or their representatives.
- 2.24.3.7 The Contractor shall report on the activities of the Contractor's CHOICES advisory group as required in Section 2.30.18.1.
- 2.24.3.8 As advisory group membership changes, the Contractor shall submit current membership lists to TennCare.
- 2.24.4 Abuse and Neglect Plan

- 2.24.4.1 The Contractor shall develop and implement an abuse and neglect plan that includes protocols for preventing, identifying, and reporting suspected abuse, neglect, and exploitation of CHOICES, 1915(c) waiver, and ICF/IID members who are adults (see T.C.A. 71-6-101 *et seq.*) and suspected brutality, abuse, or neglect of CHOICES, 1915(c) waiver, and ICF/IID members who are children (see T.C.A. 37-1-401 *et seq.* and T.C.A. 37-1-601 *et seq.*); a plan for educating and training providers, subcontractors, care coordinators, and other Contractor staff regarding the protocols; and a plan for training on at least an annual basis members, representatives, and caregivers regarding identification and reporting of suspected abuse and/or neglect.
- 2.24.4.2 The Contractor's abuse and neglect protocols shall include, but not be limited to the following:
- 2.24.4.2.1 Protocols for assessing risk for abuse and/or neglect, including factors that may indicate the potential for abuse and/or neglect;
- 2.24.4.2.2 Protocols for reducing a member's risk of abuse and/or neglect (e.g., frequency of care coordinator home visits, referrals to non-covered support services);
- 2.24.4.2.3 Indicators for identifying suspected abuse and/or neglect;
- 2.24.4.2.4 Requirements for reporting suspected abuse and/or neglect, including reporting suspected abuse and/or neglect of a child pursuant to T.C.A. 37-1-403, reporting suspected abuse and/or neglect of an adult to APS pursuant to T.C.A. 71-6-103, and reporting suspected abuse and/or neglect to the Contractor pursuant to Section 2.15.7.1.4;
- 2.24.4.2.5 Steps for protecting a member if abuse and/or neglect is suspected (e.g., removing a staff person suspected of committing the abuse and/or neglect, making referrals for members to support services); and
- 2.24.4.2.6 Requirements regarding coordination and cooperation with APS/CPS investigations and remediations.
- 2.24.4.3 The Contractor's abuse and neglect plan shall also define the role and responsibilities of the FEA and supports broker (see definition in Section 1) in assessing and reducing a member's risk of abuse and neglect, identifying and reporting abuse and neglect, protecting a member if abuse and/or neglect is suspected; training employees, contractors of the FEA (including supports brokers), and consumer-directed workers regarding the protocols identified in Sections 2.24.4.2.1 through 2.24.4.2.6 above; and training members and caregivers regarding identification and reporting of suspected abuse and/or neglect. Such role and responsibilities shall be defined in a manner that is consistent with requirements in this Section 2.24.4 as well as TennCare's contract with the fiscal employer agent and the model contract between the Contractor and the FEA.
- 2.24.5 Performance Standards

The Contractor agrees TennCare may assess liquidated damages for failure to meet the performance standards specified in E.27.2. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the performance standards in E.27.2 applicable only to CHOICES Group 2 and/or 3, as determined by TennCare, will not apply. When directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, all of the performance standards in E.27.2 shall apply.

2.24.6 Medical Records Requirements

2.24.6.1 The Contractor shall maintain, and shall require contract providers and subcontractors to maintain, medical records (as defined in Section A.1) in a manner that is current, detailed and organized, and which permits effective and confidential patient care and quality review, administrative, civil and/or criminal investigations and/or prosecutions.

2.24.6.2 The Contractor shall have medical record keeping policies and practices which are consistent with 42 CFR Part 456 and current NCQA standards for medical record documentation. The Contractor shall distribute these policies to practice sites. At a minimum, the policies and procedures shall address:

2.24.6.2.1 Confidentiality of medical records;

2.24.6.2.2 Medical record documentation standards; and

2.24.6.2.3 The medical record keeping system and standards for the availability of medical records. At a minimum the following shall apply:

2.24.6.2.3.1 As applicable, medical records shall be maintained or available at the site where covered services are rendered;

2.24.6.2.3.2 Enrollees (for purposes of behavioral health records, enrollee includes an individual who is age sixteen (16) or over) and their legally appointed representatives shall be given access to the enrollees' medical records, to the extent and in the manner provided by T.C.A. 63-2-101, 63-2-102 and 33-3-104 *et seq.*, and, subject to reasonable charges, (except as provided in Section 2.24.6.2.3.3 below) be given copies thereof upon request and to request that they be amended or corrected;

2.24.6.2.3.3 Provisions for ensuring that, in the event a patient-provider relationship with a TennCare primary care provider ends and the enrollee requests that medical records be sent to a second TennCare provider who will be the enrollee's primary care provider, the first provider does not charge the enrollee or the second provider for providing the medical records; and

2.24.6.2.3.4 Performance goals to assess the quality of medical record keeping.

2.24.6.2.4 The Contractor shall maintain and require contract behavioral health providers to maintain medical records in conformity with T.C.A. 33-3-101 *et seq.* for persons with serious emotional disturbance or mental illness.

- 2.24.6.2.5 The Contractor shall maintain and require contract behavioral health providers to maintain medical records of persons whose confidentiality is protected by 42 CFR Part 2 in conformity with that rule or T.C.A. 33-3-103, whichever is more stringent.
- 2.24.7 Annual Stakeholders in Education Engagement Plan
- 2.24.7.1 The Contractor shall submit an Annual Stakeholders in Education Engagement Plan, in a format specified by TennCare, which describes the Contractor's plan for engaging Tennessee stakeholders in education, such as students, parents or legal guardians, State Education Agency (SEA), Local Education Agencies (LEAs), individual providers, and other stakeholders, for the purpose of receiving input and advice regarding all aspects of medically necessary, covered school-based services.
- 2.24.7.2 At a minimum, stakeholders in education input shall include policy development, service evaluation and member and provider education. The Contractor's plan shall all include, at a minimum, all the following:
- 2.24.7.2.1 Representation from all three Grand Regions (i.e., East, Middle and West Grand Regions);
- 2.24.7.2.2 Representation from LEAs, Tennessee Department of Education, School Associations, and individual providers of Individualized Education Programs (IEPs), Individual Health Plans (IHPs), and Behavioral Health Services;
- 2.24.7.2.3 List of all engaged stakeholders by first name, last name, stakeholder title (e.g., student, parent, Individual provider, SEA, LEA, etc.), Grand Region represented; professional affiliation(s) when appropriate; and
- 2.24.7.2.4 Activities the Contractor shall undertake to communicate with all identified stakeholders in education to keep education stakeholders engaged.
- 2.24.7.3 The Contractor shall provide education and training to ensure all identified stakeholders have sufficient information and understanding of the Contractor's engagement activities to ensure active participation and involvement.
- 2.24.7.4 Upon request, the Contractor shall provide a report on the engagement activities outlined in the Contractor's annual engagement plan in a format specified by TennCare.

## **A.2.25 MONITORING**

- 2.25.1 General
- 2.25.1.1 TennCare, in its daily activities, shall monitor the Contractor for compliance with the provisions of this Contract.
- 2.25.1.2 TennCare, CMS, or their representatives shall at least annually monitor the operation of the Contractor for compliance with the provisions of this Contract and applicable federal and

state laws and regulations. Monitoring activities shall include, but not be limited to, inspection of the Contractor's facilities, auditing and/or review of all records developed under this Contract including periodic medical audits, appeals, enrollments, disenrollments, termination of providers, utilization and financial records, reviewing management systems and procedures developed under this Contract and review of any other areas or materials relevant to or pertaining to this Contract. TennCare will emphasize case record validation because of the importance of having accurate service utilization data for program management, utilization review and evaluation purposes.

2.25.1.3 TennCare shall prepare a report of its findings and recommendations and require the Contractor to develop Corrective Action Plans as appropriate.

#### 2.25.2 Facility Inspection

TennCare, CMS, OIG, the Comptroller General or their representatives may conduct on-site inspections of premises, physical facilities and equipment of all health facilities and service delivery sites to be utilized by the Contractor in fulfilling the obligations under this Contract. Inspections may be made at any time during the Contract period and without prior notice.

#### 2.25.3 Inspection of Work Performed

TennCare, CMS, or their representatives shall, at all reasonable times, have the right to enter into the Contractor's premises, or such other places where duties of this Contract are being performed, to inspect, monitor, or otherwise evaluate including periodic audits of the work being performed. The Contractor and all other subcontractors or providers shall supply reasonable access to all facilities and assistance for TennCare's representatives. The Contractor shall require that contracts with all subcontractors require the subcontractor to make available, for the purposes of an audit, evaluation, or inspection by the state, CMS, the DHHS Inspector General, the Comptroller General or their designees, its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to its TennCare members. All inspections and evaluations shall be performed in such a manner as to minimize disruption of normal business.

#### 2.25.4 Approval Process

2.25.4.1 As specified by TennCare, TennCare must approve various deliverables/items before they can be implemented by the Contractor.

2.25.4.2 At any time that approval of TennCare is required in this Contract, such approval shall not be considered granted unless TennCare issues its approval in writing.

2.25.4.3 TennCare shall specify the deliverables to be submitted to TennCare, whether they require prior approval or not, deliverable instructions, submission and approval time frames, and technical assistance as required.

2.25.4.4 Should TennCare not respond to a submission of a deliverable in the amount of time agreed to by TennCare, the Contractor shall not be penalized with either liquidated damages or a

withhold as a result of implementing the item awaiting approval. However, failure by TennCare to assess liquidated damages or withholds shall not preclude TennCare from requiring the Contractor to rescind or modify the item if it is determined by TennCare to be in the best interest of the TennCare program.

2.25.5 Availability of Records

2.25.5.1 The Contractor shall ensure within its own organization and pursuant to any agreement the Contractor may have with any other providers of service, including, but not limited to providers, subcontractors or any person or entity receiving monies directly or indirectly by or through TennCare, that TennCare representatives and authorized federal, state and Office of the Comptroller of the Treasury personnel, including, but not limited to TennCare, the Office of the Inspector General (OIG), the Tennessee Bureau of Investigations, Medicaid Fraud Control Division (TBI MFCD), the Department of Health and Human Services, Office of Inspector General (DHHS OIG) and the Department of Justice (DOJ), and any other duly authorized state or federal agency shall have immediate and complete access to all records pertaining to services provided to TennCare enrollees.

2.25.5.2 The Contractor and its subcontractors and any providers of service, including, but not limited to providers or any person or entity receiving monies directly or indirectly by or through TennCare shall make all records (including but not limited to, financial and medical records) available at the Contractor's, provider's, and/or the subcontractor's expense for administrative, civil and/or criminal review, audit, or evaluation, inspection, investigation and/or prosecution by authorized federal, state, and Office of the Comptroller of the Treasury personnel, including representatives from the OIG, the TBI MFCD, DOJ and the DHHS OIG, TennCare or any duly authorized state or federal agency. Access will be either through on-site review of records or through the mail at the government agency's discretion and during normal business hours, unless there are exigent circumstances, in which case access will be at any time. The Contractor shall send all records to be sent by mail to TennCare within twenty (20) business days of request unless otherwise specified by TennCare or TennCare rules and regulations. Requested records shall be provided at no expense to TennCare, authorized federal, state, and Office of the Comptroller of the Treasury personnel, including representatives from the OIG, the TBI MFCD, DOJ and the DHHS OIG, or any duly authorized state or federal agency. Records related to appeals shall be forwarded within the time frames specified in the appeal process portion of this Contract. Such requests made by TennCare shall not be unreasonable.

2.25.5.3 The Contractor and any of its subcontractors, providers or any entity or person directly or indirectly receiving monies originating from TennCare, shall make all records, including, but not limited to, financial, administrative and medical records available to any duly authorized government agency, including but not limited to TennCare, OIG, TBI MFCD, DHHS OIG and DOJ, upon any authorized government agency's request. Any authorized government agency, including but not limited to OIG, TBI MFCD, DHHS OIG and DOJ, may use these records to carry out their authorized duties, reviews, audits, administrative, civil and/or criminal investigations and/or prosecutions.



- 2.25.5.4 The Contractor, any Contractor's management company and any Contractor's claims processing subcontractor shall cooperate with the State, or any of the State's contractors and agents, including, but not limited to TennCare, OIG, TBI MFCD, DOJ and the DHHS OIG, and the Office of the Comptroller of the Treasury, and any duly authorized governmental agency, during the course of any claims processing, financial or operational examinations or during any administrative, civil or criminal investigation, hearing or prosecution. This cooperation shall include, but shall not be limited to the following:
- 2.25.5.4.1 Providing full cooperation and direct and unrestricted access to facilities, information, and staff, including facilities, information and staff of any management company or subcontractor, to the State or any of the State's contractors and agents, which includes, but is not limited to TennCare, OIG, TBI MFCD, DOJ and the DHHS OIG, and the Office of the Comptroller of the Treasury and any duly authorized governmental agency, including federal agencies; and
- 2.25.5.4.2 Maintaining full cooperation and open authority for claims processing systems access and mailroom visits by TDCI or designated representatives or any authorized entity of the state or federal government, and to cooperate fully with detail claims testing for claims processing system compliance.
- 2.25.5.5 The Contractor shall cooperate fully with audits the State may conduct of medical management to include clinical processes and outcomes, internal audits, provider networks, and any other aspect of the program the State deems appropriate. The State may select any qualified person or organization to conduct the audits.
- 2.25.6 Audit Requirements
- 2.25.6.1 The Contractor and its providers, subcontractors and other entities receiving monies originating by or through TennCare shall maintain books, records, documents, and other evidence pertaining to services rendered, equipment, staff, financial records, medical records, and the administrative costs and expenses incurred pursuant to this Contract as well as medical information relating to the individual enrollees as required for the purposes of audit, or administrative, civil and/or criminal investigations and/or prosecution or for the purposes of complying with the requirements set forth in Section A.2.20 of this Contract. Records other than medical records may be kept in an original paper state or preserved on micromedia or electronic format. Medical records shall be maintained in their original form or may be converted to electronic format as long as the records are readable and/or legible. These records, books, documents, etc., shall be available for any authorized federal, state, including, but not limited to TennCare, OIG, TBI MFCD, DOJ and the DHHS OIG, and Office of the Comptroller of the Treasury personnel during the Contract period and ten (10) years thereafter, unless an audit, administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are yet unresolved in which case records shall be kept until all tasks or proceedings are completed. During the Contract period, these records shall be available at the Contractor's chosen location in Tennessee subject to the written approval

of TennCare. If the records need to be sent to TennCare, the Contractor shall bear the expense of delivery. Prior approval of the disposition of Contractor, subcontractor or provider records must be requested and approved by TennCare in writing. Nothing in this Section shall be construed to modify or change the obligations of the Contractor contained in Section 2.23.2 (Data and Document Management Requirements), 2.23.3 (System and Data Integration Requirements), or 2.23.7 (Security and Access Management Requirements) of this Contract.

2.25.6.2 The Contractor shall comply with Centers for Medicare & Medicaid Services (CMS) mandated Payment Error Rate Measurement (PERM) audits which occur every three (3) years on a fiscal year basis from July 1st through June 30th. All deadlines must be met as communicated from both CMS and TennCare.

2.25.6.2.1 The Contractor shall provide assistance with the state to obtain all requested and/or missing medical records from contracted providers, selected among the random audit sample, within the requested time frame given by the CMS Review Contractor to prevent an audit finding.

2.25.6.2.2 The Contractor shall provide written procedures annually on June 1st to TennCare for review and approval detailing the internal and external procedures and activities that must occur in preparation to generate the PERM claims, provider, and recipient universe files, data dictionary, file layout, and transmission coversheets quarterly within each PERM cycle.

2.25.6.2.3 The Contractor shall implement a Quality Control component which must be documented in the Contractor's written procedures, to review all requested file layouts, data dictionaries, transmission coversheets, PERM claims, provider, and recipient universe files prior to submission to the state. At a minimum, the Contractor shall comply with the following:

2.25.6.2.3.1 The Contractor shall perform data quality checks prescribed by TennCare on each quarterly universe set of deliverables prior to submission to TennCare. These quality checks are to be performed on the member, provider and claims universe files in addition to the transmission coversheets, data layout and data dictionaries.

2.25.7 Independent Review of the Contractor

2.25.7.1 The Contractor shall cooperate fully with TennCare's External Quality Review Organization (EQRO) which will conduct a periodic and/or an annual independent review of the Contractor.

2.25.7.2 The Contractor shall cooperate fully with any evaluation of the TennCare program conducted by CMS.

2.25.8 Accessibility for Monitoring

For purposes of monitoring under this Contract, the Contractor shall make available to TennCare or its representative and other authorized state and federal personnel, all records,

books, documents, and other evidence pertaining to this Contract, as well as appropriate administrative and/or management personnel who administer the MCO. The monitoring shall occur periodically during the Contract period and may include announced or unannounced visits, or both.

#### 2.25.9 Monitoring Quality of Care for CHOICES and I/DD MLTSS Programs

In addition to any other monitoring activities conducted by TennCare, the Contractor shall cooperate fully with any monitoring activities conducted by TennCare regarding the CHOICES and I/DD MLTSS Programs. These activities will include assessing care between settings, comparing services and supports with those in the member's plan, incorporating MCOs into efforts to prevent, detect, and remediate reportable events; and assessing member QOL, rebalancing, and community integration activities and include but not be limited to the following:

- 2.25.9.1 Quarterly and annual monitoring to ensure that CHOICES and I/DD MLTSS Programs members receive appropriate Population Health interventions and the adequacy and appropriateness of these interventions based on stratification and setting (see Section 2.30.5).
- 2.25.9.2 Quality of care activities will be monitored through information obtained in the CHOICES Member Experience Report (see Section 2.30.6.3) and through activities performed by the Quality Oversight Division of TennCare ongoing monitoring by the TennCare Division of Long-Term Services and Supports, and for specified services in CHOICES and 1915 (c) waivers, annual quality assurance surveys performed by DIDD. These activities may include monitoring and technical assistance through site visits to the Contractor, chart audits, phone calls, etc. TennCare may validate the CHOICES Member Experience Report and may conduct a more in-depth review and/or request additional information for instances where the Contractor does not adhere to required time frames. TennCare may require a Corrective Action Plan and/or impose sanctions to address non-compliance issues and to improve Contractor performance.
- 2.25.9.3 Quarterly monitoring to determine the Contractor's adherence to the requirements in this Contract regarding processes for identifying, assessing, and transitioning CHOICES and 1915(c) waiver members who may have the ability and/or desire to transition from a nursing facility or ICF/IID to the community. TennCare will review the CHOICES Nursing Facility/ICF/IID to Community Transition reports submitted by the Contractor (see Section 2.30.6.3) to determine the Contractor's performance on specified measures including the identification of potential barriers or delays to successful transition, and actions that may be taken to improve transitions of care. TennCare may validate the report and may conduct a more in-depth review and/or request additional information. TennCare may require a Corrective Action Plan and/or impose sanctions to address non-compliance issues and to improve Contractor performance.
- 2.25.9.4 Monthly monitoring regarding late and missed visits. TennCare will review the CHOICES HCBS Late and Missed Visits reports submitted by the Contractor (see Section 2.30.6.3)

to determine the Contractor's performance on specified measures as well as identifying services not being provided as outlined in the member's PCSP. TennCare may validate the report and may conduct a more in-depth review and/or request additional information. TennCare may require a Corrective Action Plan and/or impose sanctions to address non-compliance issues, network adequacy concerns and to improve Contractor performance.

- 2.25.9.5 Periodic case reviews will be conducted at the discretion of TennCare in order to assess the Contractor's needs assessment and care planning processes.
- 2.25.9.6 Quarterly monitoring of the Contractor's provider network file (see Section 2.30.8) to ensure that CHOICES and I/DD MLTSS Programs provider network requirements are met (see Section 2.11.7).
- 2.25.9.7 Annual monitoring of the Contractor's long-term care provider network development plan to ensure that the Contractor is making sufficient progress towards meeting its network development and expansion goals (see Section 2.11.7.6). TennCare will review the plan provided by the Contractor (see Section 2.30.8.7) and will evaluate the adequacy of the Contractor's long-term care network and the Contractor's efforts to improve the network where deficiencies exist.
- 2.25.9.8 Quarterly monitoring of reportable events. TennCare will review the CHOICES HCBS and I/DD MLTSS Programs Reportable Events s reports submitted by the Contractor (see Sections 2.30.12.7 and 2.30.12.8) to identify potential performance improvement activities. TennCare may conduct a more in-depth review and/or request additional information.
- 2.25.9.9 Quarterly monitoring of the Contractor's member complaints process to determine compliance with time frames prescribed in Section 2.19.2 of this Contract and appropriateness of resolutions. TennCare will review the Member Complaints reports submitted by the Contractor (see Sections 2.30.6.3.9 and 2.30.6.4.3), to determine the Contractor's performance on specified measures. TennCare may validate the report and may conduct a more in-depth review and/or request additional information. TennCare may require a Corrective Action Plan and/or impose sanctions to address non-compliance issues and to improve Contractor performance.
- 2.25.9.10 The Contractor shall, on an ongoing basis, monitor the quality of services provided by contracted facilities to individuals for whom the Contractor has authorized ERC reimbursement. Such monitoring shall include, but is not limited to: monthly review of ERC quality data submitted by facilities to TennCare and, beginning July 1, 2015, onsite review by a respiratory care practitioner with sufficient experience to adequately monitor the quality of care provided by the facility to each of the Contractor's members with a focus on higher quality of care and improved outcomes, including primarily liberation (or weaning) from the ventilator and de-cannulation (or removal of the tracheostomy tube), which have the greatest potential impact on the person, resulting in many cases in the opportunity to leave the nursing facility and resume normal life in the community. When deficiencies are found upon assessment or through other means, the Contractor must immediately report those deficiencies to TennCare. If the deficiencies raise concerns about

potential licensure rule violations, the Contractor must also report them to the Tennessee Department of Health within twenty-four (24) hours of discovery to determine whether the NF has complied with licensure standards. Additionally, the Contractor must determine whether or not they will continue to contract with the NF for ERC reimbursement.

- 2.25.9.11 Review of all reports from the Contractor (see Section A.2.30) and any related follow-up activities.
- 2.25.10 Corrective Action Requirements
- 2.25.10.1 If TennCare determines that the Contractor is not in compliance with one or more requirements of this Contract, TennCare will issue a notice of deficiency identifying the deficiency(ies), follow-up recommendations/requirements (e.g., a request for a Corrective Action Plan), and time frames for follow-up.
- 2.25.10.2 Upon receipt of a notice of deficiency(ies) from TennCare, the Contractor shall comply with all recommendations/requirements made in writing by TennCare within the time frames specified by TennCare.
- 2.25.10.3 The Contractor shall be responsible for ensuring corrective action when a subcontractor or provider is not in compliance with the Contract.

#### **A.2.26 SUBCONTRACTS**

##### **2.26.1 Subcontract Relationships and Delegation**

If the Contractor delegates responsibilities to a subcontractor, the Contractor shall ensure that the subcontracting relationship and subcontracting document(s) comply with federal requirements, including, but not limited to, compliance with the applicable provisions of 42 CFR 438.230(b) and 42 CFR 434.6 as described below:

- 2.26.1.1 The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated;
- 2.26.1.2 The Contractor shall require that the agreement be in writing and specify the activities and report responsibilities delegated to the subcontractor and provide for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate;
- 2.26.1.3 Effective with any new subcontracts or upon the next amendment to existing subcontracts, the Contractor shall include a requirement that the subcontract may be terminated by the Contractor for convenience and without cause upon a specified number of days written notice;
- 2.26.1.4 The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review, on at least an annual basis, consistent with NCQA standards and state MCO laws and regulations;

2.26.1.5 The Contractor shall identify deficiencies or areas for improvement, and the Contractor and the subcontractor shall take corrective action as necessary; and

2.26.1.6 If the subcontract is for purposes of providing or securing the provision of covered services to enrollees, the Contractor shall ensure that all requirements described in Section A.2.12 of this Contract are included in the subcontract and/or a separate provider agreement executed by the appropriate parties.

#### 2.26.2 Legal Responsibility

The Contractor shall be responsible for the administration and management of all aspects of this Contract including all subcontracts/subcontractors. The Contractor shall ensure that the subcontractor shall not enter into any subsequent agreements or subcontracts for any of the work contemplated under the subcontractor for purposes of this Contract without prior written approval of the Contractor. No subcontract, provider agreement or other delegation of responsibility terminates or reduces the legal responsibility of the Contractor to TennCare to ensure that all activities under this Contract are carried out in compliance with the Contract.

#### 2.26.3 Prior Approval

All subcontracts, as defined in Section A.1 of this Contract, and revisions thereto shall be approved in advance in writing by TennCare. The Contractor shall revise subcontracts as directed by TennCare. Approval of subcontracts shall not be considered granted unless TennCare issues its approval in writing. Once a subcontract has been executed by all of the participating parties, a copy of the fully executed subcontract shall be sent to TennCare within thirty (30) calendar days of execution. This written prior approval requirement does not relieve the Contractor of any responsibilities to submit all proposed material modifications of the Contractor's MCO operations to TDCI for prior review and approval as required by Title 56, Chapter 32, Part 1.

#### 2.26.4 Subcontracts for Assessments and Plans of Care

If the Contractor subcontracts with an entity specifically to conduct care coordination functions, including level of care or needs assessments or reassessments and/or developing or authorizing plans of care (see Section 2.9.7), such subcontractor shall not provide any direct long-term care services. This does not preclude nursing facilities or hospitals contracted with the Contractor to deliver services from completing and submitting pre-admission evaluations.

#### 2.26.5 Contract with Fiscal Employer Agent (FEA)

As required in Section 2.9.8.3, the Contractor shall contract with TennCare's designated FEA to provide assistance to members choosing consumer direction of eligible CHOICES or 1915(c) waiver HCBS. The Contractor shall not be liable for any failure, error, or omission by the FEA related to the FEA's verification of worker qualifications.

#### 2.26.6 Agreements with the Department of Intellectual and Developmental Disabilities (DIDD)

The Contractor shall execute agreements with DIDD as needed to facilitate the implementation and ongoing operation and oversight of I/DD MLTSS Programs, including (but not limited to) a Program Operations Agreement as prescribed by TennCare, and any other agreements necessary to facilitate exchange of data and information for purposes of network development and provider credentialing, member referral and intake, Reportable Event management, and quality assurance surveys, or any other purpose as determined by TennCare.

#### 2.26.7 Standards

The Contractor shall require and ensure that the subcontractor complies with all applicable requirements in this Contract. This includes, but is not limited to, Sections A.2.19, A.2.21.7, A.2.25.5, A.2.25.6, A.2.25.8, A.2.25.11, E.14, E.26, E.27, and E.32 of this Contract.

#### 2.26.8 Quality of Care

If the subcontract is for the purpose of securing the provision of covered services, the subcontract shall specify that the subcontractor adhere to the quality requirements the Contractor is held to.

#### 2.26.9 Language and Communication Assistance Services

The Contractor shall provide instruction for all direct service subcontractors and providers regarding the Contractor's written procedure for the provision of free language and communication assistance services, such as, interpreter and translation services and auxiliary aids or services to any member who needs such services. This instruction shall include a component on providing cultural and linguistically appropriate services ("CLAS") that must include education on the potential impact of linguistic and cultural barriers on utilization, quality, and satisfaction with care and how to deliver CLASs appropriately during a service encounter.

#### 2.26.10 Children in State Custody

The Contractor shall include in its subcontracts a provision stating that subcontractors are not permitted to encourage or suggest, in any way, that TennCare children be placed into State custody in order to receive medical or Behavioral Health Services covered by TennCare.

#### 2.26.11 Assignability

- 2.26.11.1 Transportation and claims processing subcontracts shall include language requiring that the subcontract agreement shall be assignable from the Contractor to the State, or its designee:
- i) at the State's discretion upon written notice to the Contractor and the affected subcontractor; or
  - ii) upon Contractor's request and written approval by the State.
- Further, the subcontract agreement shall include language by which the subcontractor agrees to be bound by any such assignment, and that the State, or its designee, shall not be responsible for past obligations of the Contractor.

2.26.11.2 Subcontractors shall not be permitted to assign TennCare funds/payments to billing agents or alternative payees without executing a billing agent or alternative payee assignment agreement. The billing agents and alternative payees are subject to initial and monthly federal exclusion (LEIE) and debarment (SAM) screening by the assignee if the alternative payee assignment is on-going. Further, direct and indirect payments to out of country individuals and/or entities are prohibited.

2.26.12 Claims Processing

2.26.12.1 All claims for services furnished to a TennCare enrollee filed with a Contractor shall be processed by either the Contractor or by one (1) subcontractor retained by the organization for the purpose of processing claims. However, another entity can process claims related to behavioral health, vision, lab, durable medical equipment or transportation if that entity has been retained by the Contractor to arrange and provide for the delivery of said services. However, all claims processed by any subcontractor shall be maintained and submitted by the Contractor.

2.26.12.2 As required in Section 2.30.19 of this Contract, where the Contractor has subcontracted claims processing for TennCare claims, the Contractor shall provide to TennCare a Type II SOC1 examination based on the Statement on Standards for Attestation Engagements (SSAE) No. 16.

2.26.13 HIPAA Requirements

The Contractor shall require all its subcontractors to adhere to HIPAA requirements.

2.26.14 Compensation for Utilization Management Activities

Should the Contractor have a subcontract arrangement for Utilization Management activities, the Contractor shall ensure, consistent with 42 CFR 438.210(e) that compensation to individuals or entities that conduct Utilization Management activities is not structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any enrollee, as provided by the Balanced Budget Act of 1997 and the provisions of 42 CFR 438.210(e).

2.26.15 Notice of Subcontractor Termination

2.26.15.1 When a subcontract that relates to the provision of services to enrollees or claims processing services is being terminated, the Contractor shall give at least thirty (30) calendar days prior written notice of the termination to TennCare and TDCI.

2.26.15.2 TennCare reserves the right to require this notice requirement and procedures for other subcontracts if determined necessary upon review of the subcontract for approval.



**A.2.27 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

- 2.27.1 TennCare and the Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations, and as amended.
- 2.27.2 The Contractor warrants to TennCare that it is familiar with the requirements of HIPAA and HITECH and their accompanying regulations, and shall comply with all applicable HIPAA and HITECH requirements in the course of this Contract including but not limited to the following:
- 2.27.2.1 Compliance with the Privacy Rule, Security Rule, and Notification Rule;
- 2.27.2.2 The creation of and adherence to sufficient Privacy and Security Safeguards and Policies;
- 2.27.2.3 Timely Reporting of Violations in the Access, Use and Disclosure of PHI; and
- 2.27.2.4 Timely Reporting of Privacy and/or Security Incidents.
- 2.27.2.5 Failure to comply may result in actual damages that the State incurs as a result of the breach and liquidated damages in accordance with Section E.27.2.
- 2.27.3 The Contractor warrants that it shall cooperate with TennCare, including cooperation and coordination with TennCare privacy officials and other compliance officers required by HIPAA and HITECH and their accompanying regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA and HITECH.
- 2.27.3.1 TennCare and the Contractor shall sign documents, including, but not limited to, business associate agreements, as required by HIPAA and HITECH, that are reasonably necessary to keep TennCare and the Contractor in compliance with HIPAA and HITECH.
- 2.27.4 As a party to this Contract, the Contractor hereby acknowledges its designation as a covered entity and/or business associate under the HIPAA regulations and agrees to comply with all applicable HIPAA and HITECH (hereinafter “HIPAA/HITECH”) regulations.
- 2.27.5 In accordance with HIPAA/HITECH regulations, the Contractor shall, at a minimum:
- 2.27.5.1 Comply with requirements of the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), including, but not limited to, the transactions and code sets, privacy, security, and identifier regulations, by their designated compliance dates. Compliance includes meeting all required transaction formats and code sets with the specified data sharing agreements required under the regulations;
- 2.27.5.2 Transmit/receive from/to its providers, subcontractors, clearinghouses and TennCare all transactions and code sets required by the HIPAA/HITECH regulations in the appropriate

standard formats, utilizing appropriate and adequate safeguards, as specified under the law and as directed by TennCare so long as TennCare direction does not conflict with the law;

- 2.27.5.3 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/HITECH 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 TennCare and the Contractor and between the Contractor and its providers and/or subcontractors to a halt, if for any reason the Contractor cannot meet the requirements of this Section, TennCare may terminate this Contract in accordance with the Business Associate Agreement ancillary to this Contract;
- 2.27.5.4 Ensure that Protected Health Information (PHI) exchanged between the Contractor and TennCare 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/HITECH regulations shall be de-identified to secure and protect the individual enrollee's PHI;
- 2.27.5.5 Report to TennCare's Privacy Office immediately upon becoming aware of any use or disclosure of PHI in violation of this Contract by the Contractor, its officers, directors, employees, subcontractors or agents or by a third party to which the Contractor disclosed PHI;
- 2.27.5.6 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 Contractor pursuant to this Section;
- 2.27.5.7 Make available to TennCare enrollees the right to amend their PHI in accordance with the federal HIPAA regulations. The Contractor shall also send information to enrollees educating them of their rights and necessary steps in this regard;
- 2.27.5.8 Make an enrollee's PHI accessible to TennCare immediately upon request by TennCare;
- 2.27.5.9 Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA/HITECH regulations upon request;
- 2.27.5.10 Create and adopt policies and procedures to periodically audit adherence to all HIPAA/HITECH regulations, and for which Contractor acknowledges and promises to perform, including but not limited to, the following obligations and actions:
  - 2.27.5.10.1 Agree to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained, or transmitted on behalf of TennCare agrees to use reasonable and appropriate safeguards to protect the PHI.

- 2.27.5.11 If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of an 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 Contract, and in accordance with this Section of this Contract. The Contractor 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 Contract. The Contractor 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 Contract, the Contractor shall: (1) certify on 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;
- 2.27.5.12 Implement all appropriate administrative, physical and technical safeguards to prevent the 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;
- 2.27.5.13 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;
- 2.27.5.14 Create and implement policies and procedures to address present and future HIPAA/HITECH 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, and breach notification;
- 2.27.5.15 Provide an appropriate level of training to its staff and employees regarding HIPAA/HITECH-related policies, procedures, enrollee rights and penalties prior to the HIPAA/HITECH implementation deadlines and at appropriate intervals thereafter;
- 2.27.5.16 Track training of Contractor staff and employees and maintain signed acknowledgements by staff and employees of the Contractor's HIPAA/HITECH policies;
- 2.27.5.17 Be allowed to use and receive information from TennCare where necessary for the management and administration of this Contract and to carry out business operations where permitted under the regulations;
- 2.27.5.18 Be permitted to use and disclose PHI for the Contractor's own legal responsibilities;
- 2.27.5.19 Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Contractor employees and other persons performing work for the Contractor to have only minimum necessary access to PHI and personally identifiable data within their organization;

- 2.27.5.20 Continue to protect and secure PHI AND personally identifiable information relating to enrollees who are deceased for fifty (50) years following the date of an enrollee's death, effective September 23, 2013;
- 2.27.5.21 Be responsible for informing its enrollees of their privacy rights in the manner specified under the regulations;
- 2.27.5.22 Make available PHI in accordance with 45 CFR 164.524;
- 2.27.5.23 Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526; and
- 2.27.5.24 Obtain a third (3rd) party certification of their HIPAA standard transaction compliance ninety (90) calendar days before the start date of operations, if applicable, and upon request by TennCare.
- 2.27.6 The Contractor shall track all security incidents as defined by HIPAA/HITECH, and, as required by the HIPAA/HITECH Reports. The Contractor shall periodically report in summary fashion such security incidents.
- 2.27.7 Notification of Breach & Notification of Provisional Breach. The Contractor shall notify TennCare's Privacy Office immediately upon becoming aware of any incident, either confirmed or provisional, 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 Contractor, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Contractor'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.
- 2.27.8 Medicaid and CHIP – Verification of Income and Eligibility. The Contractor must provide safeguards that restrict the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the plan:
  - 2.27.8.1 Purposes directly related to the administration of Medicaid and CHIP include:
    - 2.27.8.1.1 Establishing eligibility;
    - 2.27.8.1.2 Determining the amount of medical assistance;
    - 2.27.8.1.3 Providing services for beneficiaries; and
    - 2.27.8.1.4 Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to Medicaid or CHIP administration.
  - 2.27.8.2 The Contractor must have adequate safeguards to assure that:

- 2.27.8.2.1 Information is made available only to the extent necessary to assist in the valid administrative purposes of those receiving the information, and information received under 26 USC § 6103(l) is exchanged only with parties authorized to receive that information under that section of the Code; and
- 2.27.8.2.2 The information is adequately stored and processed so that it is protected against unauthorized disclosure for other purposes.
- 2.27.8.3 The Contractor must have criteria that govern the types of information about applicants and beneficiaries that are safeguarded. This information must include at least:
  - 2.27.8.3.1 Names and addresses;
  - 2.27.8.3.2 Medical services provided;
  - 2.27.8.3.3 Social and economic conditions or circumstances;
  - 2.27.8.3.4 Contractor evaluation of personal information;
  - 2.27.8.3.5 Medical data, including diagnosis and past history of disease or disability;
  - 2.27.8.3.6 Any information received for verifying income eligibility and amount of medical assistance payments, including income information received from SSA or the Internal Revenue Service;
  - 2.27.8.3.7 Any information received for verifying income eligibility and amount of medical assistance payments;
  - 2.27.8.3.8 Income information received from SSA or the Internal Revenue Service must be safeguarded according to Medicaid and CHIP requirements;
  - 2.27.8.3.9 Any information received in connection with the identification of legally liable third-party resources; and
  - 2.27.8.3.10 Social Security Numbers.
- 2.27.8.4 The Contractor must have criteria approved by the State specifying:
  - 2.27.8.4.1 The conditions for release and use of information about applicants and beneficiaries;
  - 2.27.8.4.2 Access to information concerning applicants or beneficiaries must be restricted to persons or Contractor representatives who are subject to standards of confidentiality that are comparable to those of the State;
  - 2.27.8.4.3 The Contractor shall not publish names of applicants or beneficiaries;
  - 2.27.8.4.4 The Contractor shall obtain permission from a family or individual, whenever possible, before responding to a request for information from an outside source, unless the

information is to be used to verify income, eligibility and the amount of medical assistance payment to an authorized individual or entity;

- 2.27.8.4.5 If, because of an emergency situation, time does not permit obtaining consent before release, the Contractor shall notify the State, the family or individual immediately after supplying the information;
- 2.27.8.4.6 The Contractor's policies must apply to all requests for information from outside sources, including governmental bodies, the courts, or law enforcement officials;
- 2.27.8.4.6.1 The Contractor shall notify the State of any requests for information on applicants or beneficiaries by other governmental bodies, the courts or law enforcement officials ten (10) days prior to releasing the requested information.
- 2.27.8.4.7 If a court issues a subpoena for a case record or for any Contractor representative to testify concerning an applicant or beneficiary, the Contractor must notify the State at least ten (10) days prior to the required production date so the State may work with the Contractor regarding Contractor's informing the court of the applicable statutory provisions, policies, and regulations restricting disclosure of information, effective until Jan. 1, 2014; and
- 2.27.8.4.8 The Contractor shall not request or release information to other parties to verify income, eligibility and the amount of assistance under Medicaid or CHIP, prior to express approval from the State.
- 2.27.9 Social Security Administration (SSA) Required Provisions for Data Security. The Contractor shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines, which provide the requirements that the SSA stipulates that the Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system. In addition, the Contractor shall have in place administrative, physical, and technical safeguards for data. The Contractor shall also comply with Section 1106(a) of the Act (42 U.S.C. 1306) and the regulations promulgated pursuant to that section (20 C.F.R. Part 401).
  - 2.27.9.1 The Contractor shall specify in its agreements with any agent or subcontractor that will have access to data that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Contractor pursuant to this Section.
  - 2.27.9.2 The Contractor shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the TennCare program. Should the Contractor propose a redisclosure of said data, the Contractor must specify in writing to TennCare the data the Contractor proposes to redisclose, to whom, and the reasons that

justify the redisclosure. TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.

- 2.27.9.3 The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.
- 2.27.9.4 The Contractor shall provide a current list of the employees of such Contractor with access to SSA data and provide such lists to TennCare.
- 2.27.9.5 The Contractor shall restrict access to the data obtained from TennCare to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Contractor shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.
- 2.27.9.6 The Contractor shall ensure that its employees:
  - 2.27.9.6.1 Properly safeguard PHI/PII furnished by TennCare under this Contract from loss, theft or inadvertent disclosure;
  - 2.27.9.6.2 Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee is at their regular duty station;
  - 2.27.9.6.3 Ensure that laptops and other electronic devices/ media containing PHI/PII are encrypted and/or password protected;
  - 2.27.9.6.4 Send emails containing PHI/PII only if encrypted or if to and from addresses that are secure; and
  - 2.27.9.6.5 Limit disclosure of the information and details relating to a PHI/PII loss only to those with a need to know.
- 2.27.9.7 Contractor employees who access, use, or disclose TennCare or TennCare SSA supplied data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal statutes.
- 2.27.9.8 Loss or Suspected Loss of Data – If an employee of the Contractor becomes aware of suspected or actual loss of PHI/PII, the appropriate designee of the Contractor must immediately contact TennCare upon becoming aware to report the actual or suspected loss. The Contractor shall use the Loss Worksheet located at [http://tn.gov/assets/entities/tenncare/attachments/phi\\_piiworksheet.pdf](http://tn.gov/assets/entities/tenncare/attachments/phi_piiworksheet.pdf) to quickly gather and organize information about the incident. The Contractor must provide TennCare with timely updates as any additional information about the loss of PHI/PII becomes available.
- 2.27.9.8.1 If the Contractor experiences a loss or breach of said data, TennCare will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Contractor shall bear any costs associated with the notice or any mitigation.

- 2.27.9.9 TennCare may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if TennCare, in its sole discretion, determines that the Contractor has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract.
- 2.27.9.10 In order to meet certain requirements set forth in the State’s Computer Matching and Privacy Protection Act Agreement (CMPPA) with the SSA, the Parties acknowledge that this Section shall be included in all agreements executed by or on behalf of the State. The Parties further agree that FISMA and NIST do not apply in the context of data use and disclosure under this Contract as the Parties shall neither use nor operate a federal information system on behalf of a federal executive agency. Further, NIST is applicable to federal information systems; therefore, although encouraged to do so, the State, its Contractors, agents and providers are not required to abide by the NIST guidelines.
- 2.27.9.11 This Section further carries out Section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the SSA stipulates that the Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system.
- 2.27.9.12 Definitions
- 2.27.9.12.1 “SSA-supplied data” or “data” – information, such as an individual’s social security number, supplied by the Social Security Administration to TennCare to determine entitlement or eligibility for federally-funded programs (CMPPA between SSA and F&A; IEA between SSA and TennCare).
- 2.27.10 Sensitive Data Related to Alcohol and Drug Abuse Enrollee Records for Substance Use Disorder Treatment.
- 2.27.10.1 This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR part 2.
- 2.27.10.2 A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient. 42 C.F.R. § 2.32 (SAMHSA).
- 2.27.11 Federal Tax Information (FTI).



- 2.27.11.1 Any FTI made available shall be used only for the purpose of carrying out the provisions of this Contract.
- 2.27.11.2 Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer of employer of the Grantee is strictly prohibited.
- 2.27.12 Failure to comply with federal regulations regarding HIPAA/HITECH, SSA, Medicaid, CHIP, SAMHSA, and FTI data may result in criminal and civil fines and penalties.

#### **A.2.28 NON-DISCRIMINATION COMPLIANCE REQUIREMENTS**

- 2.28.1 No person on the grounds of disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state civil rights laws shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor. The Contractor agrees to cooperate with the Division of TennCare's Office of Civil Rights ("OCRC") in carrying out its federal and state nondiscrimination compliance obligations, which include and are not limited to: the Title VI of the Civil Rights Act of 1964, Section 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 42 U.S.C. § 18116 (codified at 45 C.F.R. pt. 92) and Section D.9 of this Contract. The Contractor shall provide OCRC with the name and contact information for a staff member who will work with OCRC to fulfill the nondiscrimination compliance activities related to the terms of this Contract.
- 2.28.2 Policies and Procedures and Training. The Contractor shall be interacting with individuals from diverse cultural backgrounds including, individuals with Limited English Proficiency ("LEP"), individuals with low literacy, individuals with disabilities, including individuals with vision, cognitive, hearing, and speech disabilities, therefore, the Contractor shall have policies and procedures on the following topics: providing services in a nondiscriminatory and cultural competent manner, providing free language and communication assistance services to individuals, providing individuals with reasonable accommodations, discrimination complaint procedures, and regularly inspecting assessment methods and any data algorithms to promote equity and eliminate bias with generating assessment results. The Contractor's staff members carrying out the terms of this Contract shall receive annual training on these policies and procedures. The Contractor's new hires carrying out the terms of this Contract shall receive this training within thirty (30) days of joining the Contractor's workforce.
- 2.28.3 Ethical and Religious Directives. Should the Contractor not provide certain services covered under this Contract due to their sincerely held ethical/moral beliefs and/or religious directives the Contractor shall comply with the following requirements:
- 2.28.4 The Contractor shall provide a list of the services it does not deliver due to the Ethical/Moral and Religious Directives to TennCare. This list shall be used by TennCare to provide information to TennCare members about where and how the members can obtain the

services that are not being delivered by the Contractor due to their sincerely held ethical/moral beliefs and/or religious directives.

- 2.28.5 Should an issue arise at the time of a service interaction, the Contractor shall inform TennCare members that TennCare can assist them with that issue. The Contractor is not required to make specific treatment recommendations or referrals.
- 2.28.6 Electronic and Information Technology Accessibility Requirements. To the extent that the Contractor is using electronic and information communication technology to fulfill its obligations under this Contract, the Contractor agrees to comply with the electronic and information technology accessibility requirements under the federal civil rights laws including Section 504 and Section 508 of the Rehabilitation Act of 1973 (“Section 508”), the Americans with Disabilities Act, and 45 C.F.R. pt. 92 (or any subsequent standard adopted by an oversight administrative body, including the Federal Accessibility Board). To comply with the accessibility requirements for Web content and non-Web electronic documents and software, the Contractor shall use the most current W3C’s Web Content Accessibility Guidelines (“WCAG”) level AA or higher with a goal to transition to WCAG 3 level silver (For the W3C’s guidelines see: <https://www.w3.org/WAI/standards-guidelines/> and Section 508 standards: <https://www.access-board.gov/ict/>). Additionally, the Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, by adding a system function that allows users to translate the content into a language other than English. This requirement may be satisfied by the provision of a link to a machine translate tool or translating the page into non-English languages as directed by TennCare.
- 2.28.7 The Contractor shall comply with the civil rights requirements set forth in 42 C.F.R. § 433.112 regarding the design, development, installation or enhancement of mechanized processing and information retrieval systems. In addition, the Contractor shall participate in the State’s effort to comply with the nondiscrimination requirements for acquiring automatic data and processing equipment and services set forth in 45 C.F.R. § 95.633.
- 2.28.8 Contractor agrees to perform regularly scheduled (i.e., automatic) scans that will occur at a minimum on a monthly basis and manual testing for the most current WCAG level AA or higher accessibility guidelines (WCAG 3.0 Silver) for all user content and applications in order to meet the standards for compliance. The Contractor must ensure that any system additions, updates, changes or modifications comply with the most current WCAG level AA or higher accessibility guidelines (WCAG 3.0 Silver). Commercial Off-the-shelf (“COTS”) products may be used to verify the technology solution’s compliance with the most current WCAG level AA or higher accessibility guidelines (WCAG 3.0 Silver). On request these reports shall be provided OCRC.
- 2.28.9 Should the system or a component of the system fail to comply with the accessibility standards, the Contractor shall develop and submit to OCRC for approval a noncompliance report that identifies the areas of noncompliance, a plan to bring the system or component into compliance, an alternative/work around that provides users with the equivalent access to the content, and a time frame for achieving that compliance. OCRC shall review the noncompliance report to

determine whether it is acceptable and should be implemented. Once the noncompliance report is approved by OCRC the Contractor may implement the compliance plan. OCRC, in its sole discretion, shall determine when a satisfactory compliance plan resolution has been reached and shall notify the Contractor of the approved resolution. If Contractor is unable to obtain content that conforms to the most current WCAG level AA or higher accessibility guidelines (WCAG 3.0 Silver), it shall demonstrate through its reporting to OCRC that obtaining or providing accessible content would fundamentally alter the nature of its goods and services or would result in an undue burden.

- 2.28.10 **Discrimination Complaints and Assistance.** The Contractor shall provide any discrimination complaint received relating to this Contract’s services and activities within in two (2) days of receipt to OCRC at HCFA.Fairment@tn.gov. The Contractor agrees to cooperate with OCRC and other federal and state authorities during discrimination complaint investigations and to assist individuals in obtaining information on how they can report a complaint or get assistance for a disability related need that involves TennCare’s services or activities by contacting OCRC. To satisfy this obligation the Contractor may direct the individual to OCRC’s webpage at: <https://www.tn.gov/tenncare/members-applicants/civil-rights-compliance.html> or to call TennCare Connect at 855-259-0701 if they need assistance with filing a complaint.
- 2.28.11 **Readiness Review.** Prior to the contract start date, the Contractor’s designated staff member shall participate in a nondiscrimination/civil rights Readiness Review phase. This process is to assist the Contractor with implementing the Contract’s nondiscrimination requirements.
- 2.28.12 **Nondiscrimination Compliance Reports.** The Contractor shall submit the following nondiscrimination compliance deliverables to OCRC using TennCare’s Office of Compliance Management Oversight Processing System (“TOPS”) as follows:
- 2.28.12.1 **Annual Compliance Questionnaire.** On an annual basis, using TOPS, OCRC shall provide the Contractor with a Nondiscrimination Compliance Questionnaire. The Contractor shall answer the applicable questions and submit the completed questionnaire to OCRC within sixty (60) days of receipt of the questionnaire with any requested documentation, which shall include, the Contractor’s: Assurance of Nondiscrimination, nondiscrimination policies, data capturing the amount of language and communication assistance services provided to individuals, and a civil rights and cultural compliance training report.
- 2.28.12.2 **Quarterly Compliance Reports.** The Contractor shall submit a quarterly Non-discrimination Compliance Report which shall include the following:
- 2.28.12.2.1 A civil rights and cultural compliance training report;
- 2.28.12.2.2 The NCC shall provide a listing of all discrimination claims that are reported to the Contractor that are claimed to be related to the provision of and/or access to the services provided under the scope of this Contract.
- 2.28.12.2.3 The language and communication assistance report shall capture a summary listing of language and communication assistance services that were requested by members

and/or participants (i.e. Arabic; large print; Sign Language) and the methods used to provide those services.

- 2.28.13 Nondiscrimination Notice and Taglines. Should the Contractor create materials (flyers, emails, text messages), the Contractor shall ensure that communications critical to obtaining services and vital documents that are targeted to participants, enrollees, applicants, and members of the public shall be printed with the notice of nondiscrimination and taglines required by TennCare. Written materials specific to TennCare program members shall be approved by TennCare prior to the materials being sent to these individuals and at a minimum vital documents shall be translated and available in Spanish and Arabic.

## **A.2.29 PERSONNEL REQUIREMENTS**

### **2.29.1 Staffing Requirements**

- 2.29.1.1 The Contractor shall have sufficient staffing capable of fulfilling the requirements of this Contract.

- 2.29.1.2 The Contractor shall submit to TennCare the names, resumes and contact information of the key staff identified below. The Contractor shall supply information regarding work experience for any employee upon request. The Contractor shall not employ any person in a key staff position that does not meet the requirements specified in the Contract for the position without prior written approval from TennCare. If a key staff position is specified in the Contract as “dedicated” to particular programs or functions, the Contractor shall not assign such key staff person to perform other responsibilities without prior written approval from TennCare. In the event of a change to any of the key staff identified in Section 2.29.1.3, the Contractor shall notify TennCare within ten (10) business days of the change. When previously identified key staff departs, the Contractor shall provide TennCare a transition plan at the time of the notification to TennCare or sooner, if feasible, (e.g., anticipated steps taken and planned time frame to find a new hire, etc.). TennCare may request the replacement of any Contractor staff that TennCare determines, at its sole discretion, is adversely affecting the Contractor’s ability to meet the requirements of this Contract or is adversely affecting the Contractor’s relationship with the State.

- 2.29.1.3 The minimum key staff requirements are listed below. If a full-time staff person is required, that means that one person shall perform that function (as opposed to multiple persons equaling a full-time equivalent). If a full-time staff person is not specified, the position does not require a full-time staff person.

- 2.29.1.3.1 A full-time Tennessee dedicated administrator/project director (e.g., Chief Executive Officer, President, etc.) dedicated solely to the TennCare program who has clear and total authority over the complete administration and day-to-day business activities of the Tennessee health maintenance organization (Contractor) responsible for every aspect in the fulfillment of this Contract;

- 2.29.1.3.2 [Left blank intentionally];

- 2.29.1.3.3 A full-time Medical Director dedicated to the TennCare program who is a licensed physician in the State of Tennessee to oversee and be responsible for all clinical activities, including but not limited to the proper provision of covered services to members, developing clinical practice standards and clinical policies and procedures;
- 2.29.1.3.4 A full-time senior executive dedicated to the TennCare program who is a board certified psychiatrist in the State of Tennessee and has at least five (5) years combined experience in mental health and substance use disorder services. This person shall oversee and be responsible for all behavioral health activities. Experience directing behavioral health programs and services for special populations, including individuals with intellectual or developmental disabilities, shall be strongly preferred, but not required. This person shall serve as the Behavioral Health Medical Director and shall oversee and be responsible for all behavioral health activities, including Behavioral Health Services provided to individuals receiving LTSS and the populations served in LTSS programs (e.g., frail elderly, adults with physical disabilities, and people of any age with intellectual or developmental disabilities). The Behavioral Health Medical Director shall be responsible for the implementation of Behavior Crisis Prevention, Intervention and Stabilization Services as described in Section 2.7.3.8.4 of this Contract; all behavioral health activities pertaining to the operation of LTSS programs and services, including the management and coordination of behavioral health needs; and the integration and coordination of Behavioral Health Services for members receiving LTSS and comparable populations. The Behavioral Health Medical Director shall be responsible for working with the LTSS Medical Director and the Behavior Supports Director to ensure the integration of physical and Behavioral Health Services and supports and LTSS, as applicable, for individuals in each of these populations, and to oversee the Contractor's quality improvement initiatives regarding behavior supports and the appropriate use of psychotropic medications in each of these populations;
- 2.29.1.3.5 A full-time senior executive who works primarily with the TennCare program and is dedicated to Tennessee's line of business. The individual must have a Master's degree in a health care related profession and at least five (5) years of combined experience in mental health and substance use disorder service. Experience directing behavioral health programs and services for special populations, including individuals with intellectual or developmental disabilities, is required. This person shall be responsible for all behavioral health program operations and requirements;
- 2.29.1.3.6 A full-time senior executive dedicated to the TennCare CHOICES program who has at least five (5) years of experience administering managed long-term care programs. On a case-by-case basis, equivalent experience in administering long-term care programs and services, including HCBS, or in managed care may be substituted, subject to the prior approval of TennCare. This person shall oversee and be responsible for all CHOICES activities in all of the Grand Regions;

- 2.29.1.3.6.1 The Contractor shall ensure that this position is filled at least one hundred and twenty (120) days prior to the scheduled implementation of CHOICES in the Middle Grand Region;
- 2.29.1.3.6.2 If the Contractor has not filled this position one hundred and eighty (180) days prior to the scheduled implementation of CHOICES in the Middle Grand Region, the Contractor shall designate another senior executive dedicated to the TennCare program to temporarily oversee CHOICES implementation activities, as prior approved by TennCare, until this position is filled (which, as specified in Section 2.29.1.3.6.1 above, shall be at least one hundred and twenty (120) days prior to the scheduled implementation of CHOICES in the Middle Grand Region). Should another senior executive be temporarily designated to oversee CHOICES implementation activities, upon filling the full-time position as specified in Section 2.29.1.3.6.1 above, the Contractor shall ensure the effective transition of all CHOICES implementation activities, including a minimum transition period of ninety (90) days;
- 2.29.1.3.7 A full-time chief financial officer dedicated to the TennCare program responsible for accounting and finance operations, including all audit activities;
- 2.29.1.3.8 A full-time staff information systems director/manager dedicated to the TennCare program responsible for all Contractor information systems supporting this Contract who is trained and experienced in information systems, data processing and data reporting as required to oversee all information systems functions supporting this Contract including, but not limited to, establishing and maintaining connectivity with TennCare information systems and providing necessary and timely reports to TennCare;
- 2.29.1.3.9 A staff person designated as the contact available after hours for the “on-call” TennCare Solutions staff to contact with service issues;
- 2.29.1.3.10 A staff person to serve as the Contractor’s Non-discrimination Compliance Coordinator (“NCC”). This person shall be responsible for the Contractor’s compliance with applicable federal and state civil rights laws, regulations, rules and policies. It is highly recommended that the NCC position is staffed by a licensed attorney. Within ten (10) calendar days of the commencement of any period of time that the Contractor does not have a designated NCC, the Contractor shall report this development in writing, to TennCare’s Office of Civil Rights Compliance. When the Contractor reassigns this function to a new NCC, the contact information for the new NCC shall be reported in writing to OCRC within ten (10) calendar days of the reassignment.
- 2.29.1.3.11 A full-time staff person dedicated to the TennCare program responsible for member services, who shall communicate with TennCare regarding member service activities;
- 2.29.1.3.12 A full-time staff person located in Tennessee dedicated to the TennCare program responsible for provider services and provider relations, including all network development and management issues. This person shall be responsible for appropriate

education regarding provider participation in the TennCare (including CHOICES and I/DD MLTSS) program; communications between the Contractor and its contract providers; and ensuring that providers receive prompt resolution of problems or inquiries. This person shall also be responsible for communicating with TennCare regarding provider service and provider relations activities. The FEA shall be responsible for education of and communication with consumer-directed workers, resolution of problems or inquiries from workers, and communication with TennCare regarding workers;

2.29.1.3.13 The Contractor shall maintain a minimum of one (1) dedicated CHOICES/I/DD MLTSS Programs lead trainer. The CHOICES lead trainer shall be a part of the Contractor's management team and shall be responsible for providing dedicated LTSS staff with current information on best practices and program enhancements or modifications, and attending meetings as requested by TennCare. The Contractor shall maintain a minimum of one (1) dedicated I/DD lead trainer or may choose to employ a single LTSS Training Director dedicated to the CHOICES and I/DD MLTSS programs, with a dedicated training SME for CHOICES and a dedicated training SME for I/DD Programs, both of whom report to the LTSS Training Director. The CHOICES lead trainer (see 2.29.1.3.14) and the I/DD lead trainer; or the LTSS Training Director, as applicable, shall be a part of the Contractor's management team, and shall be responsible for the development and implementation of all I/DD staff training requirements, providing I/DD staff with current information on best practices and program enhancements or modifications, conducting training for ISC agencies and DIDD case managers, and attending meetings as requested by TennCare.

2.29.1.3.14 A full-time staff person located in Tennessee dedicated to the TennCare CHOICES program responsible for educating and assisting long-term care providers and the FEA regarding appropriate claims submission processes and requirements, coding updates, electronic claims transactions and electronic funds transfer; for the development and maintenance of Contractor resources such as CHOICES and I/DD MLTSS Programs provider manuals, website, fee schedules, etc.; for technical assistance regarding long-term care claims submission and resolution processes; and for prompt resolution of long-term care claims issues or inquiries as specified in Section 2.22.5. This person shall develop strategies to assess the effectiveness of the Contractor's claims education and technical assistance activities, gather feedback regarding the extent to which CHOICES and I/DD MLTSS Programs long-term care providers are informed about appropriate claims submission processes and practices, and identify trends and guide the development of strategies to improve the efficiency of long-term care claims submission and resolution processes, as well as provider satisfaction. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, this staff person is not required to be full-time, and the requirements in this Section 2.29.1.3.14 only apply to nursing facility providers. If and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, this shall be a full-time staff person and the requirements shall apply to both nursing facility and HCBS providers and the FEA;

- 2.29.1.3.15 Maintain a sufficient number of full-time staff persons dedicated to the TennCare program as qualified trainers and coaches for the Patient-Centered Medical Home (PCMH) and TennCare's Tennessee Health Link organizations. The Contractor's trainers and coaches shall comply with the requirements described in Section 2.18.6.
- 2.29.1.3.16 At least one (1) full-time investigator per operating region dedicated solely to TennCare program investigations and at least three (3) additional staff persons responsible for all fraud, waste, and abuse detection activities, including two (2) full-time certified coders, and at least one (1) registered nurse, for medical record reviews dedicated solely to TennCare program fraud, waste, and abuse retrospective investigations. The investigator(s) shall have full knowledge of provider investigations related to the TennCare program and will be the key staff handling day-to-day provider investigation related inquiries from TennCare. The Investigators are required to have five (5) years of experience in healthcare fraud or be actively pursuing or currently have one or more of the listed credentials/degrees;
- 2.29.1.3.16.1 Certified Fraud Examiner;
- 2.29.1.3.16.2 NHCAA certified Anti-Fraud Investigator;
- 2.29.1.3.16.3 Degree in Statistics, Criminal Justice, Finance, Healthcare Management or any other related field that supports health care fraud investigations;
- 2.29.1.3.16.4 Certified Healthcare Coder; and
- 2.29.1.3.16.5 Other nationally recognized healthcare certification.
- 2.29.1.3.17 A staff person responsible for all UM activities, including but not limited to overseeing prior authorizations. This person shall be a physician licensed in the State of Tennessee and shall ensure that UM staff have appropriate clinical backgrounds in order to make Utilization Management decisions;
- 2.29.1.3.18 A full time staff person dedicated to and responsible for all QM/QI activities. This person shall be a physician or registered nurse licensed in the State of Tennessee and report to the local health plan;
- 2.29.1.3.19 A staff person responsible for all appeal system resolution issues;
- 2.29.1.3.20 A staff person responsible for all claims management activities;
- 2.29.1.3.21 A staff person assigned to provide legal and technical assistance for and coordination with the legal system for court ordered services;
- 2.29.1.3.22 A staff person to serve as the Litigation Hold Contact. This individual shall be responsible for responding to all litigation hold requests from TennCare ;



- 2.29.1.3.23 A staff person responsible for all Population Health and related issues, including but not limited to, Population Health activities and coordination between physical and Behavioral Health Services;
- 2.29.1.3.24 A full-time staff person dedicated to the TennCare CHOICES/I/DD MLTSS Programs who is a registered nurse and has at least three (3) years experience providing care coordination to persons receiving long-term care services and an additional two (2) years work experience in managed and/or long-term care. This person shall oversee and be responsible for all care coordination activities.
- 2.29.1.3.25 A sufficient number of CHOICES care coordinators that meet the qualifications in Section 2.9.7.13 to conduct all required activities as specified herein;
- 2.29.1.3.26 A consumer advocate for members receiving, or in need of, Behavioral Health Services. This person shall be responsible for internal representation of members' interests including but not limited to: ensuring input in policy development, planning, decision making, and oversight as well as coordination of recovery and resilience activities;
- 2.29.1.3.27 A specialized member advocate for individuals with intellectual or other types of developmental disabilities in each Grand Region in which the Contractor serves TennCare members. This member advocate shall be responsible for the internal representation of these members' interests, including, but not limited to, input into planning and delivery of services for individuals with I/DD, program monitoring and evaluation, and member, family, and provider education. The member advocate shall also be a resource for members concerning the following processes:
- 2.29.1.3.27.1 How to file a complaint with the member's MCO;
- 2.29.1.3.27.2 Facilitating resolution of any issues;
- 2.29.1.3.27.3 Making referrals to an appropriate Contractor staff;
- 2.29.1.3.27.4 Making recommendations to the Contractor on any changes needed to improve the Contractor's processes based on feedback from members with intellectual and other types of developmental disabilities; and
- 2.29.1.3.27.5 Making recommendations to TennCare regarding system or service improvements based on such feedback.
- 2.29.1.3.28 Upon enrollment of members in CHOICES Group 2 and/or 3 (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3), a member advocate for CHOICES members. This person shall be responsible for internal representation of CHOICES members' interests including but not limited to input into planning and delivery of long-term care services, CHOICES QM/QI activities, program monitoring and evaluation, and member, family, and

provider education. The member advocate shall also be a resource for CHOICES members concerning the following processes:

- 2.29.1.3.28.1 How to file a complaint with the member's MCO;
- 2.29.1.3.28.2 Facilitating resolution of any issues;
- 2.29.1.3.28.3 How to change Care Coordinators;
- 2.29.1.3.28.4 Making referrals to an appropriate Contractor staff;
- 2.29.1.3.28.5 Making recommendations to the Contractor on any changes needed to improve the Contractor's processes based on feedback from CHOICES members;
- 2.29.1.3.28.6 Making recommendations to TennCare regarding improvements for the CHOICES program; and
- 2.29.1.3.28.7 Participating as an ex officio member of the CHOICES Advisory Group required in Section 2.24.3.
- 2.29.1.3.29 A full-time staff person dedicated to and responsible for all TennCare Kids services and related issues, including but not limited to, all TennCare Kids activities and EPSDT screening events. This person shall report to the local health plan;
- 2.29.1.3.30 A staff person responsible for working with the Department of Children's Services;
- 2.29.1.3.31 A senior executive responsible for overseeing all subcontractor activities, if the subcontract is for the provision of covered benefits;
- 2.29.1.3.32 A full-time staff person dedicated to and responsible for oversight of the NEMT program, including related reporting, auditing and resolution of issues and/or complaints;
- 2.29.1.3.33 A staff person responsible for coordinating all activities and resolving issues related to Contractor/DBM coordination. This person shall be responsible for overseeing the work of the DBM Care Coordination Committee and the DBM Claims Coordination Committee as described in Section 2.9.13;
- 2.29.1.3.34 A staff person responsible for coordinating all activities and resolving issues related to Contractor/PBM coordination;
- 2.29.1.3.35 A staff person designated for interfacing and coordinating with the TDMHSAS Planning and Policy Council;
- 2.29.1.3.36 A specific staff person or persons designated as a liaison for the Department of Children's Services (DCS) which shall be identified, in writing, to TennCare and the DCS. The DCS liaison person(s) will be responsible for responsibilities described in Section A.3.1.1 of this Contract;

- 2.29.1.3.37 At least one (1) full-time, local staff person based in Tennessee, in a leadership role, dedicated to the TennCare's Health Starts program. This person shall be responsible for communicating regularly with TennCare regarding Contractors TennCare's Health Starts program activities, attending meetings as requested by TennCare and reporting relevant data and programmatic progress to TennCare, as set forth in this Contract.
- 2.29.1.3.37.1 The Contractor's Health Starts program lead will be included in the TennCare Key Personnel report. The Contractor shall notify TennCare if their program lead changes, in accordance with requirements set forth in Section 2.29.1.2.
- 2.29.1.4 In addition to the key staff requirements described above, the Contractor shall have sufficient full-time clinical and support staff to conduct daily business in an orderly manner. This includes but is not limited to functions and services in the following areas: administration, accounting and finance, fraud, waste, and abuse, Utilization Management including prior authorizations, Population Health, care coordination, QM/QI, member education and outreach, appeal system resolution, member services, provider services, provider relations, claims processing, and reporting.
- 2.29.1.5 The Contractor shall have a sufficient number of DBM care coordinators and claims coordinators to conduct all required activities, including but not limited to collaboration with the DBM and coordination with various state agencies.
- 2.29.1.6 The Contractor shall appoint specific staff to an internal audit function as specified in Section 2.21.10.
- 2.29.1.7 At least one hundred and twenty (120) days prior to the scheduled implementation of CHOICES in each Grand Region, the Contractor shall establish a team dedicated to the implementation of the CHOICES program. This team shall be responsible for directing and overseeing all aspects of the implementation of CHOICES. The team shall be led by the full-time senior executive referenced in Section 2.29.1.3.6 above and shall include, at a minimum, a staff person with responsibility for developing and implementing the Contractor's care coordination program, a staff person responsible for long-term care provider network development and provider relations, a staff person responsible for CHOICES provider claims education and assistance, a staff person responsible for long-term care QM/QI, a staff person responsible for IS issues related to CHOICES, and other staff as necessary to ensure the successful implementation of the CHOICES program and the seamless transition of members currently receiving long-term care services. The team shall report directly to the Contractor's senior management and shall interface with all of the Contractor's departments/business units as necessary to ensure the Contractor's readiness to provide services to CHOICES members in compliance with the requirements of this Contract.
- 2.29.1.8 The Contractor is not required to report to TennCare the names of staff not identified as key staff in Section 2.29.1.3, unless requested by TennCare. However, the Contractor shall provide its staffing plan to TennCare.

- 2.29.1.9 The Contractor's project director, transition staff person, Medical Director, psychiatrist, Behavioral Health senior executive, Behavior Supports Director, CHOICES senior executive, financial staff, member services staff, provider services staff, provider relations staff, CHOICES provider claims education and assistance staff, UM staff, appeals staff, Population Health Complex Case Management staff, care coordination leadership and staff, consumer advocates, and TennCare Kids staff person shall be located in the State of Tennessee. However, TennCare may authorize exceptions to this requirement. The Contractor shall seek TennCare's written prior approval to locate any of these staff outside of the State of Tennessee. The Contractor's request to locate required in-state staff to an out-of-state location shall include a justification of the request and an explanation of how services will be coordinated. If financial staff are not located in Tennessee the Contractor shall have the ability to issue a check within five (5) calendar days of a payment directive from TennCare. Staff assigned to and working in a geographic area of the state, but living in a border state do not require prior approval from TennCare as long as their primary work under this Contract is performed in-state.
- 2.29.1.10 The Contractor shall conduct training of staff in all departments to ensure appropriate functioning in all areas. This training shall be provided to all new staff members and on an ongoing basis for current staff.
- 2.29.1.11 The Contractor shall be required to have appropriate staff member(s) attend certain on-site meetings held at TennCare offices or at other sites as requested and designated by TennCare.
- 2.29.2 Licensure and Background Checks
- 2.29.2.1 Except as specified in this Section 2.29.2.1 regarding the FEA, the Contractor is responsible for ensuring that all persons, whether they are employees, agents, subcontractors, providers or anyone acting for or on behalf of the Contractor, are legally authorized to render services under applicable state law. The FEA shall be responsible for ensuring that consumer-directed workers are qualified to provide eligible CHOICES and 1915(c) waiver HCBS in accordance with TennCare requirements.
- 2.29.2.2 Except as specified in this Section 2.29.2.2 regarding the FEA, the Contractor is responsible for conducting background checks in accordance with state law and TennCare policy and ensuring that all employees, agents, subcontractors, providers or anyone acting for or on behalf of the Contractor conducts background checks in accordance with state law and TennCare policy. At a minimum, background checks shall include a check of the Tennessee Abuse Registry, Tennessee Felony Offender Registry, National and Tennessee Sexual Offender Registry, Social Security Death Master File, and List of Excluded Individuals/Entities (LEIE). The FEA shall be responsible for conducting background checks on its staff, its subcontractors, and consumer-directed workers.
- 2.29.3 Board of Directors

The Contractor shall provide to TennCare, in writing, a list of all officers and members of the Contractor's Board of Directors. The Contractor shall notify TennCare, in writing, within ten (10) business days of any change thereto.

2.29.4 Employment and Contracting Restrictions

2.29.4.1 The Contractor shall not knowingly have a director, officer, partner, or person with direct or indirect ownership of more than five percent (5%) of the entity's equity who has been debarred, suspended, or otherwise excluded by any federal agency, order, or regulation, or who is a sanctioned individual under Section 1128(b)(8) of the Act, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

2.29.4.2 The Contractor shall not have a network provider, subcontractor, an employment, consulting, or any other agreement with a person that has been debarred, suspended, or otherwise excluded by any federal agency, order, or regulation for the provision of items or services that are significant and material to the entity's contractual obligation with the State or who is a sanctioned individual under Section 1128(b)(8) of the Act, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

2.29.4.3 The Contractor is prohibited from employing or contracting, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services with any individual or entity that is (or is affiliated with a person/entity that is) debarred, suspended, or excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulation issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

2.29.4.4 To the best of its knowledge and belief, the Contractor certifies by its signature to this Contract that the Contractor and its principals:

2.29.4.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or contractor;

2.29.4.4.2 Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- 2.29.4.4.3 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in Section 2.29.4.2 of this Contract; and
- 2.29.4.4.4 Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2.29.4.5 If the State learns that the Contractor is controlled by or has a relationship with an individual or entity identified in 2.29.4.1 who has been debarred, suspended, or otherwise excluded by any federal agency, order, or regulation, the State may continue the existing Contractor agreement, unless directed otherwise by the Secretary of Health and Human Services. The State may not renew or extend the existing agreement with the Contractor unless the Secretary provides a written statement to the State and Congress describing compelling reasons for the renewal or extension.

**A.2.30 REPORTING REQUIREMENTS**

- 2.30.1 General Requirements
  - 2.30.1.1 The Contractor shall comply with all the reporting requirements established by TennCare. TennCare shall provide the Contractor with the appropriate reporting formats, instructions, submission timetables, and technical assistance as required. TennCare may, at its discretion, change the content, format or frequency of reports. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the reporting requirements in Section A.2.30 applicable only to CHOICES Group 2 and/or 3 will not apply. When directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the Contractor shall comply with all of the reporting requirements in Section A.2.30.
  - 2.30.1.2 TennCare may, at its discretion, require the Contractor to submit additional reports both ad hoc and recurring. If TennCare requests any revisions to the reports already submitted, the Contractor shall make the changes and re-submit the reports, according to the time period and format required by TennCare.
  - 2.30.1.3 TennCare may, at its discretion, implement a Control Memorandum Process whereby TennCare may utilize a Control Memorandum to clarify Contract requirements, issue instruction to the Contractor or document action required of the Contractor.
  - 2.30.1.4 The Contractor shall submit all reports to TennCare, unless indicated otherwise in this Contract, according to the schedule below:

DELIVERABLES	DUE DATE
Daily Reports	Within two (2) business days.
Weekly Reports	Wednesday of the following week.
Monthly Reports	20th of the following month.
Quarterly Reports	30th of the following month.

DELIVERABLES	DUE DATE
Semi-Annual Reports	January 31 and July 31.
Annual Reports	Ninety (90) calendar days after the end of the calendar year
On Request Reports	Within three (3) business days from the date of the request unless otherwise specified by TennCare.
Ad Hoc Reports	Within ten (10) business days from the date of the request unless otherwise specified by TennCare.

- 2.30.1.5 The Contractor shall submit all reports electronically and in the manner and format prescribed by TennCare and shall ensure that all reports are complete and accurate. The Contractor shall be subject to liquidated damages as specified in Section E.27.2 for reports determined to be late, incorrect, incomplete or deficient, or not submitted in the manner and format prescribed by TennCare until all deficiencies have been corrected. Except as otherwise specified by TennCare, all reports shall be specific to the Grand Region covered by this Contract.
- 2.30.1.6 Except as otherwise provided in this Contract, the Contractor shall submit all reports to the Division of TennCare. If approved by TennCare, reporting requirements in this Contract may be satisfied by combining the data with deliverables required by another TennCare/Contractor contract.
- 2.30.1.7 The Contractor shall transmit to and receive from TennCare all transactions and code sets in the appropriate standard formats as specified under HIPAA and as directed by TennCare, so long as TennCare direction does not conflict with the law.
- 2.30.1.8 As part of its QM/QI program, the Contractor shall review all reports submitted to TennCare to identify instances and/or patterns of non-compliance, determine and analyze the reasons for non-compliance, identify and implement actions to correct instances of non-compliance and to address patterns of non-compliance, and identify and implement quality improvement activities to improve performance and ensure compliance going forward.
- 2.30.2 Eligibility, Enrollment and Disenrollment Reports
- 2.30.2.1 The Contractor shall comply with the requirements in Section 2.23.5 regarding eligibility and enrollment data exchange.
- 2.30.2.2 The Contractor shall submit a *Monthly Enrollment/Administrative Payment Reconciliation Report* that serves as a record that the Contractor has reconciled member eligibility data with administrative payments and verified that the Contractor has an enrollment record for all members for whom the Contractor has received an administrative payment.
- 2.30.2.3 The Contractor shall submit a *Quarterly Member Enrollment/Administrative Payment Report* in the event it has members for whom an administrative payment has not been made or an incorrect payment has been made. This report shall be submitted on a quarterly basis,

with a one-month lag time and is due to TennCare by the end of the second month following the reporting period. For example, for the quarter ending September 30, the report is due by the end of November and should include all data received through the end of October for the quarter ending September 30. These quarterly reports shall include all un-reconciled items until such time that TennCare notifies the Contractor otherwise.

2.30.2.4 TennCare may provide the Contractor with information on members for whom TennCare has been unable to locate or verify various types of pertinent information. Upon receipt of this information, the Contractor shall provide TennCare any information known by the Contractor that is missing or inaccurate in the report provided by TennCare. The Contractor shall submit this information to TennCare within the time frames specified by TennCare.

2.30.2.5 The Contractor shall submit an *Immediate Eligibility Invoice* monthly in accordance with Attachment IX, Exhibit H.

2.30.3 TennCare Kids Outreach Reports

2.30.3.1 The Contractor shall submit a TennCare Kids Annual Outreach Plan on August 15 of each year and must be written in accordance with guidance provided in Section 2.7.5.2.1.

2.30.3.2 The Contractor shall submit a TennCare Kids Quarterly Outreach Update thirty (30) days following the end of each quarter based on the Federal Fiscal Year.

2.30.3.3 The Contractor shall submit a TennCare Kids Year-End Outreach Update sixty (60) days following the end of the Federal Fiscal Year.

2.30.4 Specialized Service Reports

2.30.4.1 The Contractor shall submit a semi-annual Psychiatric Hospital/RTF Readmission Report that provides: the percentage of members readmitted to the facility within seven (7) calendar days of discharge (the number of members readmitted divided by the total number of discharges); and the percent of members readmitted within thirty (30) calendar days of discharge (the number of members readmitted divided by the total number of discharges). The information shall be reported separately for members age eighteen (18) and over and under eighteen (18). These reports shall be submitted to TennCare on April 30 and November 30 of each year.

2.30.4.2 The Contractor shall submit a semi-annual Post-Discharge Services Report that provides information on Post-Discharge services appointments. The minimum data elements required are identified in Attachment IX, Exhibit B. These reports shall be submitted to TennCare on April 30 and November 30 of each year.

2.30.4.3 The Contractor shall submit a Monthly EPSDT Claims Report, which shall include the number of EPSDT screening claims processed by region for the service dates beginning with the current federal fiscal year (October 1) through the last day of the current month. This report shall be due by the 20th day after the end of the reporting month.



- 2.30.4.4 The Contractor shall submit Payment Reform Engagement, Education and Outreach Reports as follows:
- 2.30.4.4.1 The Contractor shall submit a single annual Provider Engagement Plan detailing communication plans with the Tennessee Health Link (THL) and Patient Centered Medical Home (PCMH) providers no later than December 1st of each year for review and approval by TennCare. The Provider Engagement Plan shall be effective as of January 1st of the next calendar year. If approved by TennCare, this reporting requirement may be satisfied by combining the data with deliverables required by another TennCare/Contractor contract.
- 2.30.4.4.1.1 The Provider Engagement Plans shall be written in accordance with guidance prepared by TennCare. This outreach plan shall outline communication efforts with providers engaged in the Tennessee Health Link (THL) and Patient Centered Medical Home (PCMH) initiatives. It shall include, but is not limited to: all proposed education regarding reading and interpreting provider reports; all proposed details regarding report delivery and accessibility; a plan for (at least) quarterly leadership meetings between MCO program leads and PCMH/THL practice leadership; detailed strategy outlining the providers or quarterbacks to prioritize when conducting outreach efforts (i.e. providers who did not open reports or owe a penalty), schedule and details of regional collaboratives and webinars, details of the PCMH/THL CAP and Remediation Process due to poor performance; and
- 2.30.4.4.1.2 For THL providers, the Contractor may meet quarterly in-person or virtually or by phone upon the providers' request. For PCMH providers who are in their first year of participation, the Contractor shall meet with the provider quarterly in-person. For PCMH providers who have participated in the initiative for at least one year, the Contractor may alter the quarterly in person meeting schedule and/or meet by phone.
- 2.30.4.4.2 The Contractor shall submit Provider Engagement Tracker Reports in accordance with guidance prepared by TennCare for the Episodes of Care, Patient Centered Medical Home (PCMH) and Tennessee Health Link (THL) initiatives. There should be separate Provider Engagement Tracker reports for THL, PCMH and Episodes of Care that shall capture engagement activities and communication with THL, PCMH and Episodes of Care participating providers in a format directed by TennCare. The details regarding when such outreach shall occur are described in Sections 2.30.4.4.2.1 to 2.30.4.4.2.3.
- 2.30.4.4.2.1 The Contractor shall submit a quarterly Provider Engagement Tracker no later than the 2nd Monday of the following months: January, April, July, October for the Episodes of Care initiatives.
- 2.30.4.4.2.2 The Contractor shall submit a monthly Provider Engagement Tracker no later than the 10th of each month for the THL and PCMH initiatives.
- 2.30.4.4.2.3 The Contractor shall alert all providers or quarterbacks to the availability of their reports through emails and/or letters. The Contractor shall supplement alerts to

providers or quarterbacks with calls, in-person visit, WebEx, fax, provider Information Expos, State Medical Association Conferences, or online videos.

- 2.30.4.4.2.4 In the initial communication to providers or quarterbacks, the Contractor shall provide instructions on 1) how to access full reports, and 2) how to share or update electronic contact information. Ensuring that providers have given their most up-to-date contact information is essential for them to receive alerts about any changes to their reports or newly released reports.
- 2.30.4.4.2.5 The Contractor shall also use in-person education, newsletters, web banners, and scripted calls to share general information and updates about Patient Centered Medical Home and Health Link reports.
- 2.30.4.4.3 The Contractor shall submit a copy of the Contractor's Annual Review of each PCMH and THL organization engaged in coaching as described in Section 2.18.6. The Annual Review shall be provided to TennCare via the agreed upon shared platform (i.e., SharePoint or OneDrive) or email by the date provided and agreed upon by the PCMH and THL programs.
- 2.30.4.5 LEFT BLANK INTENTIONALLY
- 2.30.4.6 The Contractor shall submit PCMH Reports as follows:
  - 2.30.4.6.1 The Contractor shall submit an annual PCMH Membership/Anticipated PCMH Contract Report. The report shall include PCMH membership counts as of June 30 of each year for members attributed to groups that are anticipated to sign TennCare PCMH contracts effective January 1 of the following year. PCMH membership shall exclude non-aligned dual eligible members. This PCMH Membership/Anticipated PCMH Contract Report is due to TennCare no later than July 31 of each year.
  - 2.30.4.6.2 The Contractor shall submit an annual *PCMH Membership/Contracted PCMH Report*. The report shall include PCMH membership counts as of January 1 of each year for all members with an attributed PCP that is associated with a TIN contracted in the TennCare PCMH program. PCMH membership shall exclude non-aligned dual eligible members. This PCMH Membership/Contracted PCMH Report is due to TennCare no later than January 31 of each year.
  - 2.30.4.6.3 The Contractor shall submit an annual PCMH/THL Consolidated Deliverable Report to TennCare no later than September 30 of each year to include the following components: PCMH Risk Band Values for Activity Payments (pmpms) Report for the upcoming performance year, PCMH Practice Type Designations assigned to participating PMCHs based upon the proportion of adult and/or children attributed as of June 30 of the year before the performance period begins, and PCMH TCOC and Efficiency Thresholds for the upcoming performance year, and THL Efficiency Thresholds for the upcoming performance year. These components will include the data elements described by TennCare.

- 2.30.4.6.4 The Contractor shall submit an Annual PCMH Data Report including the data elements described by TennCare. This report shall be submitted to TennCare no later than June 15 of each year.
- 2.30.4.6.5 The Contractor shall submit a PCMH Quality Summary Report two (2) times a year which shall include the data elements described by TennCare. These reports shall be submitted to TennCare no later than January 15 and October 15 of each year.
- 2.30.4.6.6 The Contractor shall submit quarterly, PCMH Provider Sample Reports including the data elements described by TennCare. These reports shall be submitted to TennCare twenty-three (23) days out from the delivery of final provider reports.
- 2.30.4.6.7 The Contractor shall submit quarterly, PCMH Provider Reports to participating PCMHs. The reports will include the data elements described by TennCare. These reports shall be submitted to TennCare no later than February 28th, May 31st, August 31st, and November 30th of each year.
- 2.30.4.6.8 The Contractor shall tri-annually submit a PCMH Outcome Payment Summary Report including the data elements described by TennCare. These reports shall be submitted to TennCare no later than February 28th, May 31st, and December 1st of each year. The December 1st Report shall include final outcome payment data, including reconsiderations, for the previous calendar year.
- 2.30.4.6.9 The Contractor shall submit a monthly PCMH Monthly Payment Report including the data elements described by TennCare. These reports shall be submitted no later than the 30th of every month.
- 2.30.4.6.10 The Contractor shall submit an annual PCMH Member List for Outcome Panel Report to participating PCMHs. The Report will include the data elements described by TennCare. These reports shall be submitted to TennCare no later than September 30 of each year.
- 2.30.4.6.11 The Contractor shall notify TennCare by email of all PCMH reconsideration requests received from contracted PCMH organizations in a consolidated document forty-five (45) calendar days after the delivery of the PCMH Final Provider Reports.
- 2.30.4.6.12 No later than December 1st, the Contractor shall pay all final outcome payments and reconsiderations to PCMH organizations. No later than December 1st, the Contractor shall submit to TennCare the Reconsiderations and Outcome Payment Report which will include the data elements as described by TennCare.
- 2.30.4.7 The Contractor shall submit Tennessee Health Link (THL) Reports as follows:
- 2.30.4.7.1 The Contractor shall submit a quarterly Tennessee Health Link (THL) Member Status Report including the data elements described by TennCare. Specified data elements shall be reported for each individual provider as described in the template provided by

TennCare. These reports shall be submitted to TennCare on January 30th, April 30th, July 30th, and October 30th of each year.

- 2.30.4.7.2 The Contractor shall submit Semi-Annual, a Tennessee Health Link (THL) Engagement Evaluation Summary Report including the data elements described by TennCare. These reports shall be submitted to TennCare on February 15 and August 15 of each year.
- 2.30.4.7.3 The Contractor shall submit an annual Tennessee Health Link (THL) Member list for Outcome Panel Report including the data elements described by TennCare. These reports shall be submitted to TennCare on September 30th of each year.
- 2.30.4.7.4 The Contractor shall submit an Annual Tennessee Health Link (THL) Data Report including the data elements described by TennCare. This report shall be submitted to TennCare no later than June 15 of each year.
- 2.30.4.7.5 The Contractor shall submit a Tennessee Health Link (THL) Quality Summary Report two (2) times a year which shall include the data elements described by TennCare. These reports shall be submitted to TennCare no later than January 15 and October 15 of each year.
- 2.30.4.7.6 The Contractor shall submit a quarterly Tennessee Health Link (THL) Provider Sample Report including the data elements described by TennCare. These reports shall be submitted to TennCare twenty-three (23) days out from the delivery of the final provider reports.
- 2.30.4.7.7 The Contractor shall submit a quarterly Tennessee Health Link (THL) Provider Report including the data elements described by TennCare. These reports shall be submitted to TennCare on February 28th, May 31st, August 31st, and November 30th of each year.
- 2.30.4.7.8 The Contractor shall submit a Tennessee Health Link (THL) Outcome Payment Summary Report including the data elements described by TennCare. These reports shall be submitted to TennCare on February 28th, May 31st, and December 1st of each year. The December 1st Report shall include final outcome payment data, including reconsiderations, for the previous calendar year.
- 2.30.4.7.9 The Contractor shall submit a monthly Tennessee Health Link (THL) Claims Payment Report including the data elements described by TennCare. These reports shall be submitted on the 15th of each month.
- 2.30.4.7.10 The Contractor shall notify TennCare by email of all THL reconsideration requests received from contracted THL organizations in a consolidated document forty-five (45) calendar days after the receipt. The Contractor has thirty (30) calendar days to respond to the reconsideration request from the date of receipt.

- 2.30.4.7.11 No later than December 1st, the Contractor shall pay all final outcome payments and reconsiderations to THL organizations. No later than December 1st, the Contractor shall submit to TennCare the Reconsiderations and Outcome Payment Report which will include the data elements as described by TennCare.
- 2.30.4.8 The Contractor shall submit to TennCare, PCMH and THL Attribution Files for the Care Coordination Tool in accordance with TennCare policy. The PCMH and THL attribution files shall be submitted on a weekly basis and due no later than Friday within the specified time frame indicated by TennCare. If a holiday falls on a Friday, the Contractor shall send the PCMH and THL attribution files no later than the next business day within the specified time frame indicated by the TennCare. If the Contractor anticipates not being able to send the files by the specified time frame for any week, the Contractor shall notify TennCare via email as soon as possible but no later than the specified time when the attribution files are due.
- 2.30.4.9 The Contractor shall submit a monthly Terminus of Pregnancy Report which shall report to TennCare any member who has been identified as pregnant and has subsequently delivered or the identified pregnancy has terminated.
- 2.30.5 Population Health Reports
- 2.30.5.1 The Contractor shall submit a semi-annual Population Health Update Report which shall include all data elements described by TennCare. The report shall be submitted to TennCare on January 31st and July 31st of each year
- 2.30.5.2 The Contractor shall submit an annual Population Health Outcome Metric Report in the format described in the annual report template provided by TennCare. The report shall be submitted to TennCare on September 1st of each year. If approved by TennCare, this reporting requirement may be satisfied by combining the data with deliverables required by another TennCare/Contractor contract.
- 2.30.5.3 The Contractor shall submit an annual Population Health Program Strategy following the guidance provided by TennCare addressing Section A.2.8 of this Contract. The Program Strategy shall meet or exceed the NCQA standard PHM 1: PHM Strategy and shall include a written description of how the plan assures that members less than twenty-one (21) years of age will have their health risks identified and their health needs met at the appropriate risk Level. The report shall be submitted to TennCare on May 1st of each year.
- 2.30.5.4 The Contractor shall submit an annual Population Health Impact Report including the data elements described by TennCare. The report shall detail the Contractor's completion of NCQA PHM 6: Population Health Management Impact, Element A: Measuring Effectiveness and Element B: Improvement and Action. The reporting shall consist of a comprehensive analysis of the impact of the Contractor's PHM Strategy, for the reporting year, as well as a section indicating how the organization used the results from the comprehensive analysis to identify opportunities for improvement and acted on an opportunity for improvement, for the reporting year. The report shall be submitted to

TennCare on September 1st of each year. If approved by TennCare, this reporting requirement may be satisfied by combining the data with deliverables required by another TennCare/Contractor contract.

2.30.6 Service Coordination Reports

2.30.6.1 For the first six (6) months after implementation of CHOICES in each Grand Region, or as long as determined necessary by TennCare, the Contractor shall submit a monthly *Status of Transitioning CHOICES Members Report* that provides information regarding transitioning CHOICES members (see Section 2.9.3). The report shall include information on the Contractor's current and cumulative performance on various measures.

2.30.6.1.1 The performance measures shall include but not be limited to the following:

2.30.6.1.1.1 Of CHOICES Group 1 members who were enrolled in CHOICES as of the CHOICES implementation date, the number and percent for whom the Contractor has/has not conducted a face-to-face visit (see Section 2.9.3.7).

2.30.6.1.1.2 Of CHOICES Group 2 members who were enrolled in CHOICES as of the CHOICES implementation date, the number and percent for whom the Contractor has/has not conducted face-to-face visit and a comprehensive needs assessment and developed and authorized a new plan of care.

2.30.6.2 Upon enrollment of CHOICES Group 2 or 3 members (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3), the Contractor shall submit a semi-annual *CHOICES Nursing Facility Diversion Activities Report and I/DD MLTSS Programs Nursing Facility Diversion Activities Report*. The reports shall provide a description of the Contractor's nursing facility diversion activities by each of the groups specified in Section 2.9.7.7, including a detailed description of the Contractor's success in identifying members for diversion, in diverting members, and in maintaining members in the community, as well as lessons learned, including a description of factors affecting the Contractor's ability to divert members, identified issues, strategies to address identified issues, and opportunities for systemic improvements in the Contractor's nursing facility diversion process(es).

2.30.6.3 The Contractor shall submit a monthly CHOICES Member Experience Report on the 30<sup>th</sup> of each month following the reporting month that contains the following completed tabs:

2.30.6.3.1 Housing Profile Tab -monitors the housing needs of CHOICES enrollees waiting to transition or post-transition and includes, but is not limited to, transition wait times, transition barriers, monthly income amounts, housing options chosen, and counties chosen for transition;

2.30.6.3.2 CLS - The Contractor shall submit to TennCare on a monthly basis, a Community Living Supports and Community Living Supports – Family Model Placement on all of the Contractor's members who have entered or exited the CLS or CLS-FM residences

during that month. The tab shall include the number of existing and newly added CHOICES Group 2 and Group 3 members receiving or who recently ended CLS and CLS-FM services by placement group and CLS placement characteristics;

- 2.30.6.3.3 Nursing Facility and ICF/IID to Community Transition Tab - shall include transitions of the Contractor's members from or to services provided in the CHOICES program. The Contractor shall not be expected to report on transitions of members from an ICF/IID into a Section 1915(c) waiver. MFP participants (see Section 2.9.8) shall be identified separately for each data element described herein. The tab shall include information on specified measures, which shall include but not be limited to the following:
  - 2.30.6.3.3.1 Number of CHOICES members transitioned from a nursing facility or ICF/IID;
  - 2.30.6.3.3.2 Of members who transitioned from a nursing facility or an ICF/IID, the number and percent of members who transitioned to:
    - 2.30.6.3.3.2.1 A community-based residential alternative facility;
    - 2.30.6.3.3.2.2 A residential setting where the member will be living independently; and
    - 2.30.6.3.3.2.3 A residential setting where the member will be living with a relative or other caregiver.
  - 2.30.6.3.3.3 Of members who transitioned from a nursing facility or an ICF/IID, the number and percent of members who:
    - 2.30.6.3.3.3.1 Are still in the community;
    - 2.30.6.3.3.3.2 Returned to a nursing facility within ninety (90) days after transition; and
    - 2.30.6.3.3.3.3 Returned to a nursing facility more than ninety (90) days after transition.
  - 2.30.6.3.3.4 Number of CHOICES members identified as potential candidates for transition from a nursing facility;
  - 2.30.6.3.3.5 Of members identified as potential candidates for transition, the number and percent of members who were identified:
    - 2.30.6.3.3.5.1 By referral (by type of referral, including but not limited to referral by treating physician, nursing facility, ICF/IID community-based organization, family, self, and other);
    - 2.30.6.3.3.5.2 Via the MDS;
    - 2.30.6.3.3.5.3 Via care coordination; and
    - 2.30.6.3.3.5.4 By other source.

- 2.30.6.3.4 Nursing Facility Short-Term Stay Tab - shall include but not limited to, the number of CHOICES Group 2 and Group 3 members and CLS residents utilizing the short-term NF stay benefit, the name of each CHOICES Group 2 and Group 3 member receiving short-term NF services greater than 90+ days, the NF in which s/he currently resides, the date of admission for short-term stay, the number of days of short-term NF stay utilized for this admission, and the anticipated date of discharge back to the community. For any member exceeding the ninety (90)-day limit on short-term NF stay, the Contractor shall include explanation regarding why the benefit limit has been exceeded, and specific actions the Contractor is taking to facilitate discharge to the community or transition to Group 1, as applicable, including the anticipated timeline;
- 2.30.6.3.5 Consumer Direction of HCBS Tab - shall include current information on specified measures, which shall include but not be limited to the following. MFP participants (see Section 2.9.8) shall be identified separately for each data element described herein:
- 2.30.6.3.5.1 The total number of members enrolled in Group 2, Group 3, and in Groups 2 and 3 combined;
- 2.30.6.3.5.2 The number and percent of members in Groups 2 and 3 (combined) enrolled in consumer direction of eligible CHOICES HCBS;
- 2.30.6.3.5.3 Number of members referred to the FEA (for enrollment in consumer direction) by CHOICES;
- 2.30.6.3.5.4 Maximum and average time from FEA referral to receipt of consumer-directed services by CHOICES;
- 2.30.6.3.5.5 Number and percent of members referred to the FEA who began services in a given month (for each month in the reporting period);
- 2.30.6.3.5.6 Number and percent of members enrolled in consumer direction who withdrew from consumer direction (for each month in the reporting period) by CHOICES;
- 2.30.6.3.5.7 Number and percent of members enrolled in consumer direction who have a representative to assist the member in consumer direction by CHOICES;
- 2.30.6.3.5.8 The number and percent of member receiving consumer-directed services by type of consumer-directed service (attendant care, companion care, in-home respite, or personal care for CHOICES); and
- 2.30.6.3.5.9 The total number and the name, SSN, and phone number, and the authorized representative name and phone number, if applicable, of each member referred to the FEA (for enrollment into consumer direction) that has indicated on their Consumer Direction Participation Form that they do not wish to receive HCBS from contract providers pending enrollment into consumer direction, including the member's date of enrollment in CHOICES Group 2, the date of referral to the FEA for consumer



direction, and the total number of days that HCBS have not been received by each member.

- 2.30.6.3.6 Care Coordination Tab - shall include, but is not limited to, information on care coordination staffing, enrollment and care coordination contacts, ongoing assessment, care planning and service initiation, self-directed healthcare tasks, and the Contractor's care coordination monitoring activities;
- 2.30.6.3.7 CHOICES Caseload and Staffing Ratio Tab – The tab shall reflect the weighted Care Coordinator-to-CHOICES member staffing ratios and Care Coordinator caseloads on the last business day of the month prior to the submission (e.g., April will reflect the weighted caseloads and staffing ratios as they appeared on March 31); The tab shall include at a minimum:
  - 2.30.6.3.7.1 The weighted average Care Coordinator-to CHOICES member staffing ratio;
  - 2.30.6.3.7.2 The weighted caseload of CHOICES member assignments to each individual Care Coordinator;
  - 2.30.6.3.7.3 The tenure of Care Coordinators (i.e., the number of months each Care Coordinator has been employed as a Care Coordinator with the Contractor); and
  - 2.30.6.3.7.4 The number of reassigned members (i.e., the number of members on the CC caseload who were existing CHOICES members with the Contractor and were reassigned to the Care Coordinator during the month).
- 2.30.6.3.8 Utilization Tab - shall be submitted with a one (1) month lag period (e.g., March information sent in the May tab) and shall include a summary overview that includes the number of CHOICES members who have not received any long-term care services within thirty (30) to fifty-nine (59) days, within sixty (60) to eighty-nine (89) days, or in ninety (90) days or more. The tab shall also include detailed member data for members who have not received services in (90) or more days, including the member's name, social security number, CHOICES group, and CHOICES enrollment date; date of last long-term care service; length of time without long-term care services; whether and when long-term care services will resume; and the reason/explanation why the member has not received long-term care services;
- 2.30.6.3.8.1 MFP participants (see Section 2.9.8) shall be identified separately for each data element described herein.
- 2.30.6.3.9 Member Complaints Tab – shall include but not be limited to the following:
  - 2.30.6.3.9.1 The Contractor shall submit monthly CHOICES Member Complaints (see Section 2.19.2) that includes information, by month, regarding specified measures, which shall include but not be limited to the following:

- 2.30.6.3.9.2 The number of complaints received in the month, overall, by type, and by CHOICES Group;
- 2.30.6.3.9.3 The number and percent of complaints for which the Contractor met/did not meet the specified time frame for resolution (see Section 2.19.2.5);
- 2.30.6.3.9.4 The tab shall also include identification of any trends regarding complaints (e.g., the type or number of complaints) and any action steps to address these trends, including quality improvement activities; and
- 2.30.6.3.9.5 Other tabs to reflect additional requested data elements as specified by TennCare.
- 2.30.6.3.9.6 Upon enrollment of CHOICES Group 2 or 3 members (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3), the Contractor shall submit a monthly CHOICES HCBS Late and Missed Visits Report for CHOICES members regarding the following CHOICES HCBS: personal care, attendant care, and home-delivered meals. The report shall include information on specified measures, which shall include but not be limited to the following:
  - 2.30.6.3.9.6.1 Total number of members enrolled in Group 2, Group 3, and in Groups 2 and 3 combined;
  - 2.30.6.3.9.6.2 Total number of CHOICES members with scheduled visits for each service type (personal care, attendant care, and home-delivered meals), by provider type (agency provider or consumer-directed worker);
  - 2.30.6.3.9.6.3 Total number of scheduled visits for each service type, by provider type.
  - 2.30.6.3.9.6.4 Of the total number of scheduled visits for each service type, by provider type; the percent that were:
    - 2.30.6.3.9.6.4.1 On-time;
    - 2.30.6.3.9.6.4.2 Late; and
    - 2.30.6.3.9.6.4.3 Missed.
  - 2.30.6.3.9.6.5 Of the total number of late visits for each service type, by provider type; the percent that were:
    - 2.30.6.3.9.6.5.1 Member-initiated;
    - 2.30.6.3.9.6.5.2 Provider-initiated; and
    - 2.30.6.3.9.6.5.3 Due to weather/natural disaster.

- 2.30.6.3.9.6.6 Of the total number of late visits for each service type, by provider type; the number that were:
  - 2.30.6.3.9.6.6.1 Member-initiated, by reason code;
  - 2.30.6.3.9.6.6.2 Provider-initiated, by reason code; and
  - 2.30.6.3.9.6.6.3 Due to weather/natural disaster.
- 2.30.6.3.9.6.7 Of the total number of missed visits for each service type, by provider type; the percent that were:
  - 2.30.6.3.9.6.7.1 Member-initiated;
  - 2.30.6.3.9.6.7.2 Provider-initiated; and
  - 2.30.6.3.9.6.7.3 Due to weather/natural disaster.
- 2.30.6.3.9.6.8 Of the total number of missed visits for each service type, by provider type; the number that were:
  - 2.30.6.3.9.6.8.1 Member-initiated, by reason code;
  - 2.30.6.3.9.6.8.2 Provider-initiated, by reason code; and
  - 2.30.6.3.9.6.8.3 Due to weather/natural disaster.
- 2.30.6.3.9.6.9 Of the total number of missed visits for each service type, by provider type; the number and percent that were:
  - 2.30.6.3.9.6.9.1 Made-up by paid support – provider staff;
  - 2.30.6.3.9.6.9.2 Made-up by paid support – worker;
  - 2.30.6.3.9.6.9.3 Made-up by unpaid support; and
  - 2.30.6.3.9.6.9.4 Not made-up.
- 2.30.6.3.9.6.10 The Contractor shall submit a monthly MFP Participants Report. The report shall include information on specified measures, which shall include but not be limited to the following:
  - 2.30.6.3.9.6.10.1 The total number and the name and SSN of each CHOICES Group 2 or ECF CHOICES member enrolled into MFP;
  - 2.30.6.3.9.6.10.2 The date of each member’s transition to the community (or for persons enrolled in MFP upon enrollment to the Contractor’s health plan, the date of enrollment into the Contractor’s health plan);

- 2.30.6.3.9.6.10.3 Each member's current place of residence including physical address and type of Qualified Residence;
- 2.30.6.3.9.6.10.4 The date of the last care coordination visit to each member;
- 2.30.6.3.9.6.10.5 Any inpatient facility stays during the month, including the member's name and SSN type of Qualified Institution, dates of admission and discharge, and the reason for admission; and
- 2.30.6.3.9.6.10.6 The total number and name and SSN of each member disenrolled from MFP during the quarter, including the reason for disenrollment.
- 2.30.6.4 The Contractor shall submit a monthly 1915(c) Waiver Member Experience Report on the 30th of each month following the reporting month that contains the following completed tabs:
  - 2.30.6.4.1 ICF/IID to Community Transition Tab - shall include transitions of the Contractor's members from services provided in ICFs/IID to the 1915(c) waiver programs. The Contractor shall be expected to report on transitions of members from an ICF/IID into the CAC Waiver (only as provided in accordance with the terms of the waiver). The tab shall include information on specified measures, which shall include but not be limited to the following:
    - 2.30.6.4.1.1 Number of members receiving services in the Harold Jordan Center for a period of at least ninety (90) days who transitioned to the CAC Waiver;
    - 2.30.6.4.2 Institutional Stay Tab - shall include but not limited to, the number of 1915(c) waiver members who are in an institutional stay, the name of each member, including how many days the institutional stay has lasted for each service recipient (member) as of the last day of the month. An institutional stay shall mean any instance in which a service-recipient has a planned or unplanned admission in a hospital, psychiatric hospital, nursing facility, or intermediate care facility for individuals with intellectual and developmental disabilities (ICF/IID). Those services recipients who are in an institutional stay at a nursing facility or ICF/IID shall be reported shall be reported to TennCare pursuant to TennCare guidance. For any member exceeding the ninety (90)-day limit on short-term NF/ICF/IID stay, the Contractor shall include explanation regarding why the benefit limit has been exceeded, and specific actions the Contractor is taking to facilitate discharge to the community including the anticipated timeline; and
    - 2.30.6.4.3 Member Complaints Tab - shall be submitted monthly (see Section 2.19.2). It includes information regarding specified measures, which shall include but not be limited to the following:
      - 2.30.6.4.3.1 The number of complaints received in the month, overall, by type, and by 1915(c) waiver;

- 2.30.6.4.3.2 The number and percent of complaints for which the Contractor met/did not meet the specified time frame for resolution (see Section 2.19.2.5);
- 2.30.6.4.3.3 The tab shall also include identification of any trends regarding complaints (e.g., the type or number of complaints) and any action steps to address these trends, including quality improvement activities; and
- 2.30.6.4.3.4 Other tabs to reflect additional requested data elements as specified by TennCare.
- 2.30.6.5 The Contractor shall submit a Pharmacy Services Report, On Request when TennCare requires assistance in identifying and working with providers for any reason. These reports shall provide information on the activities the Contractor undertook to comply with TennCare’s request for assistance, outcomes (if applicable) and shall be submitted in the format and within the time frame prescribed by TennCare.
- 2.30.6.6 The Contractor shall submit to TennCare on a quarterly basis, a CHOICES HCBS Point of Service Satisfaction Report. In a manner prescribed by TennCare, the report shall include point-of service satisfaction data captured by the EVV (see 2.9.7.14.5.8) by provider name and region.
- 2.30.6.7 The Contractor shall submit a Housing Profile Assessment Report quarterly in a format specified by TennCare. This report shall monitor the housing needs of CHOICES enrollees waiting to transition or post-transition and includes, but is not limited to, transition wait times, transition barriers, monthly income amounts, housing options chosen, and counties chosen for transition.
- 2.30.6.7.1 The 4th Quarter submission will also include a brief narrative of the Contractor’s work strategy to create stronger networks and develop easier access to affordable housing. (See Section 2.11.7.10).
- 2.30.6.8 The Contractor shall submit a quarterly Meeting the Urgent (RED FLAG) Needs of Members during Transition Report that provides data requested by TennCare following the provisions outlined in the “QUALITY OVERSIGHT OPERATIONAL PROTOCOL - Meeting the Urgent Needs of Members during Transition”, which shall include but not be limited to:
- 2.30.6.8.1 The date that the 834 plan enrollment file was received by the MCO that shows that the applicable “Red Flag” member has been transferred to the MCO’s membership (where applicable);
- 2.30.6.8.2 The date that the 834 plan enrollment file was received by the MCO (following the member’s transition) that shows that the applicable “Red Flag” member has been transferred from the MCO’s membership (where applicable);
- 2.30.6.8.3 The date that the "Transition Report/Data Request File" was sent to the Sending MCO;

- 2.30.6.8.4 The date that the "Transition Report/Data Request File" was received from the Receiving MCO;
- 2.30.6.8.5 The date of the first successful outreach contact;
- 2.30.6.8.6 The type of outreach;
- 2.30.6.8.7 The outreach recipient;
- 2.30.6.8.8 The final disposition of member outreach; and
- 2.30.6.8.9 A list of MCO employees that received Red Flag Trigger training.
- 2.30.6.8.10 The Contractor may request one (1) extension of up to three (3) business days from TennCare for completion of its "Red Flag" outreach process. TennCare shall designate the format in which the request may be made. Extension requests will only be granted by TennCare upon extenuating circumstances beyond the Contractor's control, and such request for an extension shall be made as soon as practicable but not later than twenty-four (24) hours after the third (3rd) business day of initial attempted member outreach.
- 2.30.6.9 The Contractor shall submit to TennCare a Semi-Annual HH/PDN Coordination Report demonstrating the Contractor's completion of requirements described in Sections 2.9.5.1.1 through 2.9.5.1.3 in accordance with a template described by TennCare.
- 2.30.6.10 The Contractor shall provide a Monthly HH/PDN Coordination Report to TennCare, as described in Section 2.9.5.1.4.4.2, for each member outlining continued engagement, assessments, transition planning discussions and activities and supporting documentation. The report shall also include clinical assessment documenting whether the patient is ventilator dependent or has a tracheostomy or other complex respiratory care needs that qualify for PDN and current skilled nursing needs.
- 2.30.6.11 The Contractor shall submit a Weekly Member MCO Selection/Assignment Report in accordance with Section 2.9.5.1.4.5.
- 2.30.6.12 The Contractor shall submit to TennCare a Semi-Annual HH/PDN ALJ/CEA Report demonstrating the Contractor's compliance with requirements described in Section 2.9.5.1.8.
- 2.30.7 Integrated Health Services Delivery Model Reports
  - 2.30.7.1 The Contractor shall submit a quarterly *SelectCommunity Care Management and Member Reassessment Report*. The report shall include information on the Contractor's care management assignment, as well as current and cumulative performance on various measures, and shall include, but not be limited to, the following information:
    - 2.30.7.1.1 The member name, SSN, and DOB;

- 2.30.7.1.2 Whether the member has complex unstable physical or behavioral health needs (see Section 4.14.1.3), complex stable physical or behavioral health needs (see Section 4.14.1.4), or no complex physical or behavioral health needs;
- 2.30.7.1.3 The assigned Nurse Care Manager (NCM) name, email address, and direct phone number;
- 2.30.7.1.4 The NCM Supervisor name, email, and direct phone number;
- 2.30.7.1.5 The average NCM-to-SelectCommunity member staffing ratio for SelectCommunity members on the last business day of the month prior to the report submission (e.g., the report submitted in January 2018 shall reflect the average staffing ratios as they appeared on December 31, 2017);
- 2.30.7.1.6 The number of SelectCommunity members assigned to each individual Nurse Care Manager on the last business day of the month prior to the report submission (e.g., the report submitted in January 2018 shall reflect Nurse Care Manager assignments as they appeared on December 31, 2017);
- 2.30.7.1.7 The number and percent of SelectCommunity members with complex unstable physical or behavioral health needs visited/ not visited in their residence face-to-face by their Nurse Care Manager at least monthly;
- 2.30.7.1.8 The number and percent of SelectCommunity members with complex stable physical or behavioral health needs contacted/ not contacted by their Nurse Care Manager at least monthly either in person or by telephone, and visited/ not visited in their residence face-to-face by their Nurse Care Manager at least quarterly;
- 2.30.7.1.9 The number and percent of SelectCommunity members with no complex physical or behavioral health needs contacted/ not contacted by their Nurse Care Manager at least quarterly either in person or by telephone, and visited/ not visited in their residence face-to-face by their Nurse Care Manager at least semi-annually;
- 2.30.7.1.10 The number and percent of SelectCommunity members for whom the Contractor has/has not reassessed the member's physical and behavioral health needs at least once every 365 days ; and
- 2.30.7.1.11 The number and percent of SelectCommunity members for whom the Contractor has/has not reassessed the member's physical and behavioral health needs within five (5) business days of becoming aware that the member's functional, physical, or behavioral status has changed significantly as defined by but not limited to Section 4.8.1.1 thru 4.8.1.3.
- 2.30.7.2 The Contractor shall submit to TennCare a quarterly SelectCommunity Delays in Service Report as defined in Section 4.6.11.3.
- 2.30.8 Provider Network Reports

- 2.30.8.1 The Contractor shall submit a monthly Provider Enrollment File as outlined in the MCC Provider Enrollment Files Policy that includes information on all providers of TennCare health services, including physical, behavioral health, and long-term care providers (see Section A.2.11). This includes but is not limited to, PCPs, physician specialists, hospitals, home health agencies, CMHAs, nursing facilities, CHOICES HCBS providers, ICF/IID providers, 1915(c) waiver HCBS providers, and emergency and non-emergency transportation providers. For CHOICES HCBS providers, the Provider Enrollment File shall identify the type(s) of CHOICES HCBS and 1915(c) waiver HCBS the provider is contracted to provide and the specific counties in which the provider is contracted to deliver CHOICES or 1915(c) waiver HCBS, by service type. For Behavioral Crisis Prevention, Intervention, and Stabilization Services for Individuals with Intellectual or Developmental Disabilities, the report shall specify the specific counties in which the provider is contracted to deliver such services. The report shall include contract providers as well as all non-contract providers with whom the Contractor has a relationship. During any period of Readiness Review, the Contractor shall submit this report as requested by TennCare. Each monthly Provider Enrollment File shall include information on all providers of covered services and shall provide a complete replacement for any previous Provider Enrollment File submission. Any changes in a provider's contract status from the previous submission shall be indicated in the file generated in the month the change became effective and shall be submitted in the next monthly file.
- 2.30.8.2 The Contractor shall submit an annual Provider Compliance with Access Requirements Report that summarizes the Contractor's monitoring activities, findings, and opportunities for improvement regarding provider compliance with applicable access standards as well as an emergency/contingency plans in the event that a large provider of services collapses or is otherwise unable to provide needed services. This report/plan shall also be available upon request. (See Section 2.11.1.10.)
- 2.30.8.3 The Contractor shall submit a quarterly PCP Assignment Report that provides the following information for non-dual members: Provider Name, Provider Medicaid I.D. Number, NPI Number, Number of Enrollees assigned by Enrollee Age Category. The enrollee age categories shall be consistent with the following: Age Under 1, Age 1 – 13, Age 14 – 20, Age 21- 44, Age 45 – 64, Age 65 +. (See Section 2.11.2.)
- 2.30.8.4 The Contractor shall submit an annual Report of Essential Hospital Services by September 1 of each year. The Contractor shall use the format in Attachment IX, Exhibit G.
- 2.30.8.5 The Contractor shall submit an Annual Plan for the Monitoring of Behavioral Health Appointment Timeliness that shall include the Contractor's plan for monitoring behavioral health providers to ensure that they comply with the timeliness of appointment standards that are outlined for behavioral health in Attachment III for routine specialty MD (behavioral health) care and Attachment V for Outpatient Non-MD Behavioral Health Services. This plan will be submitted for approval to the Division of TennCare by December 31 of each year and shall identify methods for determining how they will monitor and evaluate providers for compliance, develop Corrective Action Plans for



compliance, maintain records of audits for timeliness and describe efforts to improve timeliness of appointments. The minimum data elements required are identified in Attachment IX, Exhibit D.

- 2.30.8.6 The Contractor shall submit a Quarterly Behavioral Health Appointment Timeliness Summary Report that includes a quarterly summary of activities based on the Annual Plan for Monitoring of Behavioral Health Appointment Timeliness (See Section 2.30.8.5) The minimum data elements required are identified in Attachment IX, Exhibit D.
- 2.30.8.7 The Contractor shall submit an annual FQHC Report by January 1 of each year. The Contractor shall use the form provided in Attachment IX, Exhibit H.
- 2.30.8.8 The Contractor shall, using a template provided by TennCare, submit a Quarterly CHOICES HCBS Provider Criminal Background Check and Registry Check Report to demonstrate that the Contractor's CHOICES HCBS providers are conducting criminal background checks in accordance with Section 2.29.2.2 as reviewed during credentialing and recredentialing visits conducted during a given quarter.
- 2.30.8.9 The Contractor shall submit a *Quarterly IEA Remediation Report* that aggregates the HCBS Settings data collected pursuant to Section 2.9.7.6.2.5 and identifies trends relating to member concerns with particular providers or provider settings, including steps for remediation to address these concerns.
- 2.30.8.10 The Contractor shall submit an annual Behavioral Health Service Matrix Report to TennCare. This report shall include full and complete information regarding the Contractor's behavioral health provider services in a format prescribed by TennCare.
- 2.30.9 LEFT BLANK INTENTIONALLY
- 2.30.10 Provider Payment Reports
  - 2.30.10.1 The Contractor shall submit a quarterly Related Provider Payment Report that lists all related providers and subcontractors to whom the Contractor has made payments during the previous quarter and the payment amounts. (See Section 2.13.19.).
  - 2.30.10.2 The Contractor shall submit a weekly Invoice to notify the State of the amount to be paid to providers at least 72 hours in advance of distribution of provider checks, unless otherwise specified by TennCare.
  - 2.30.10.3 The Contractor shall submit a Check Register Report with the weekly Invoice to support the payments released to providers.
  - 2.30.10.4 The Contractor shall submit a Claims Data Extract within seven (7) calendar days after the Contractor's request of the funds which shall be generated from the managed care claims

processing system supporting the release of provider and FEA (for consumer-directed workers, as applicable) payments. (See Section 2.13.1.)

2.30.10.5 The Contractor shall submit a Reconciliation Report within seven (7) days of the claims data extract for the total paid amounts between the funds released for payment to providers and the FEA (for consumer-directed workers, as applicable), the supporting claims data extract, and the encounter data submissions for the relevant adjudication cycle.

2.30.10.6 If the Contractor does not automatically credit TennCare for receivables within ninety (90) calendar days, the Contractor shall submit a Provider Payment Issue Report and shall determine the extent of the collection effort required based on the table below. This table identifies the minimum collection threshold for cumulative receivable balances. All collection efforts shall be clearly documented.

Receivable Balance	Collection	Attempts	Forwarded to Collections
	45 Day	90 Day	
< \$10	None Required		
\$10 - \$49.99	<input type="checkbox"/>		
\$50 - \$99.99	<input type="checkbox"/>	<input type="checkbox"/>	
\$100 - Over	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsibility	MCC		TennCare

2.30.10.6.1 The first notice shall occur by day forty-five (45) and may be in the form of notice in a remittance advice or a demand memo; however, the ninety (90) day notice must be made using a demand memo. Each of these notices shall be sent within five (5) business days of becoming due.

2.30.10.6.2 Additional collection attempts by the Contractor are not necessary if a collection notice is returned because the provider has gone out-of-business or has declared bankruptcy for the period the receivable was established. This circumstance must be reported in the "Uncollectible Accounts Report" as described below.

2.30.10.7 Upon notification by TennCare, the Contractor shall submit a weekly Administrative Services Only Invoice Report for all payments to clinics designated as Federally Qualified Health Clinics or Rural Health Clinics.

2.30.11 Utilization Management Reports

2.30.11.1 The Contractor shall submit quarterly *Cost and Utilization Reports*. These reports shall be in an Excel spreadsheet format and submitted with a ninety (90) day lag and shall be due to TennCare one hundred twenty (120) calendar days following the quarter for which the Contractor is reporting. These reports shall be submitted on both a cumulative year basis and on a rolling twelve (12) month basis.

2.30.11.2 The Contractor shall provide quarterly *Cost and Utilization Summaries*. These summaries shall report on services paid during the previous quarter. The summaries shall include all

data elements listed in Attachment IX, Exhibit F. The Contractor shall provide the reports separately for the populations specified by TennCare.

- 2.30.11.3 The Contractor shall identify and report the number of members who incurred non-nursing facility claims in excess of twenty-five thousand dollars (\$25,000) on a rolling quarterly basis (high-cost claimants). The Contractor shall report the member's age, sex, primary diagnosis, and amount paid by claim type for each member. The name, and other identifying information of the member shall be blinded in order to maintain confidentiality.
- 2.30.11.4 The Contractor shall submit a copy of the notification regarding the Referral Provider Listing (see Section 2.14.3.5), a data file of the provider information used to create the listing, and documentation from the Contractor's mail room or outside vendor indicating the quantity of the notices to providers, the date sent, and to whom. The Contractor shall submit this information at the same time it is sent to the providers as required in Section 2.14.3.5.
- 2.30.11.5 Effective July 1, 2017, the Contractor shall submit an annual *Behavioral Health Coverage Annual Report* to the TennCare on or before March 1 of each year that contains information for enrollees in the TennCare program in accordance with Tennessee Code Annotated, 71-5-154, regarding coverage of mental health and alcohol and drug dependence benefits. This report shall include full and complete information regarding enrollees in the TennCare program in a format prescribed by TennCare.
- 2.30.12 Quality Management/Quality Improvement Reports
  - 2.30.12.1 The Contractor shall submit a preliminary Performance Improvement Projects Topics report that includes information specified in Section 2.15.3.6. The Contractor shall list and clearly categorize and label each PIP for the upcoming year into the area that it addresses. The Contractor shall indicate the current measurement year (Baseline, Y1, Y2, Extension Y3, Extension Y4, or Extension Y5) for each PIP. The Contractor shall also include the rationale for selection of each new PIP topic. The Contractor shall submit the report annually on or before March 31.
    - 2.30.12.1.1 The Contractor shall submit an annual Report on Performance Improvement Projects that includes the information specified in Section 2.15.3 and in accordance with CMS EQRO Protocols. The Contractor shall submit the report annually to the EQRO and TennCare on July 30.
    - 2.30.12.2 The Contractor shall submit its *NCQA Accreditation Report* (the final bound copy from NCQA) immediately upon receipt, but not to exceed ten (10) calendar days from notification by NCQA.
    - 2.30.12.3 The Contractor shall submit its annual reevaluation of accreditation status based on HEDIS scores immediately upon receipt, but not to exceed ten (10) calendar days from notification by NCQA.

- 2.30.12.4 The Contractor shall submit to TennCare by June 15 of each calendar year a detailed explanation for any Medicaid HEDIS measure marked as "Not Reported".
- 2.30.12.5 The Contractor shall submit an annual Report of Audited HEDIS Results by June 15 of each year (see Sections 2.15.6).
- 2.30.12.6 The Contractor shall submit an annual Report of Audited CAHPS Results by June 15 of each year (see Sections 2.15.6).
- 2.30.12.7 Upon enrollment of members in CHOICES Group 2 and/or 3 (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3), the Contractor shall submit a monthly *CHOICES HCBS Reportable Events Report* in a format prescribed by TennCare (see Section 2.15.7). The report shall provide information, by month regarding specified measures.
- 2.30.12.7.1 The monthly *HCBS Reportable Event Report* shall include the following LTSS Programs: CHOICES, Katie Beckett Part A, and ICFs/IDD.
- 2.30.12.8 The Contractor shall submit a quarterly *CHOICES, 1915(c) Waiver, Katie Beckett Part A and ICF/IDD Reportable Event Analysis Report* (see Section 2.15.7). The Reportable Event Analysis Report shall include a narrative describing the Contractor's analysis of Reportable Events for the reporting period, including trends and patterns; opportunities for improvement; and strategies implemented by the Contractor to reduce the occurrence of Reportable Events and improve the quality of Long-Term Services and Supports (LTSS).
- 2.30.12.9 The Contractor shall submit a quarterly Behavioral Health Adverse Occurrences Report in accordance with Section 2.15.7.3 that provides information, by month regarding specified measures, which shall include but not be limited to the following:
- 2.30.12.9.1 The number of adverse occurrences, overall and by:
- 2.30.12.9.1.1 Date of occurrence;
- 2.30.12.9.1.2 Type of adverse occurrence;
- 2.30.12.9.1.3 Location;
- 2.30.12.9.1.4 Provider name; and
- 2.30.12.9.1.5 Action Taken by Facility/Provider.
- 2.30.12.10 The Contractor shall distribute quarterly *BESMART Network Quality Metrics Reports* to all NPI-level contracted BESMART providers with one or more BESMART claim(s) in the reporting period. Reports shall be distributed in a format described by TennCare no later than one hundred twenty (120) calendar days following the end of each calendar year quarter.

- 2.30.12.11 The Contractor shall submit to TennCare a BESMART Network Quality Metrics Summary Report on a quarterly basis, no later than one hundred twenty (120) calendar days following the end of each calendar year quarter, in a manner described by TennCare. Reports will assess BESMART providers and collect aggregate data indicative of provider performance, outcomes, and activity.
- 2.30.13 Customer Service Reports/Provider Service Reports
- 2.30.13.1 Member Services/Provider Services/ED Phone Line Reports
- 2.30.13.1.1 The Contractor shall submit a quarterly Member Services, Provider Services, and Utilization Management Phone Line Report. The data in the report shall be recorded by month and shall include the detailed rate calculations. The Contractor shall submit the report in the format specified in Attachment IX, Exhibit G.
- 2.30.13.2 The Contractor shall report separately any member services or Utilization Management phone lines operated by subcontractors.
- 2.30.13.3 The Contractor shall submit an annual Provider Satisfaction Survey Report that includes stratification by physical health providers, behavioral health providers, and CHOICES (nursing facility and HCBS) providers. The Contractor shall submit the report utilizing the template provided annually by TennCare. The report shall summarize the provider survey methods and findings and must provide an analysis of opportunities for improvement (see Section 2.18.7.4) and an update on actions taken in the previous year to improve provider satisfaction. Beginning in 2016, the report shall be submitted by January 30 each year.
- 2.30.13.4 The Contractor shall submit a quarterly Provider Complaints and Appeals Report, in a format prescribed by TennCare, which provides information on the complaints and appeals received either in writing or by phone regarding claims payment.
- 2.30.13.4.1 For those matters that have not been resolved in the current reporting period, they must continue to be reported until resolved. If a complaint or appeal has not been resolved within sixty (60) days, the Contractor shall continue to report to TennCare why that matter has not been resolved and the expected date of resolution. Any matter identified as having not been resolved within sixty (60) calendar days will be individualized and subject to separate independent reporting by the Contractor to TennCare. Failure to resolve an issue within sixty (60) days may result in a Corrective Action Plan or liquidated damages.
- 2.30.14 **Fraud, Waste, and Abuse Reports**
- 2.30.14.1 The Contractor shall have a written *Fraud, Waste, and Abuse Compliance Plan*. A paper and electronic copy of the plan shall be provided to TennCare OPI within ninety (90) calendar days of Contract execution and an electronic copy shall be provided annually thereafter. TennCare shall provide notice of approval, denial, or modification to the Contractor within forty-five (45) calendar days of receipt. The Contractor shall make any

requested updates or modifications available for review as requested by TennCare O P I within thirty (30) calendar days of a request.

- 2.30.14.2 All Fraud, Waste and Abuse deliverables shall follow the guidance outlined in the Managed Care Program Integrity Manual provided by TennCare OPI. These guidelines are incorporated by reference and shall be utilized.
- 2.30.14.3 The Contractor shall submit a quarterly Fraud, Waste, and Abuse Activities Report. This report shall summarize the results of its fraud, waste, and abuse compliance plan (see Section A.2.20) and other fraud, waste, and abuse prevention, detection, reporting, and investigation measures.
- 2.30.14.4 The Contractor shall submit an annual Fraud, Waste, and Abuse Compliance Plan (see Section 2.30.14 of this Contract) and provide a crosswalk of the detailed compliance plan requirements and the Contractor's compliance plan.
- 2.30.14.5 On an annual basis the Contractor shall submit to TennCare Internal Audit and Investigations its policies for employees, contractors, and agents that comply with Section 1902(a)(68) of the Social Security Act. The Contractor shall provide the compiled information to OPI upon request.
- 2.30.14.6 The Contractor shall submit a quarterly Non-Registered Provider Payment Report identifying payments made to providers without a Medicaid ID.
- 2.30.14.7 The Contractor shall submit a monthly Program Integrity Exception List Report that identifies employees or contractors (as defined in Section 2.21.9) that have been reported on the HHS-OIG List of Excluded Individuals/Entities, the System for Award Management, the Social Security Master Death File, and/or the listing of Monthly Disciplinary Actions issued by the Professional Health Board.
- 2.30.14.8 The Contractor shall submit a monthly List of Involuntary Terminations Report (including providers termed due to sanctions, invalid licenses, services and billing concerns, etc.) due to program integrity concerns to TennCare.
- 2.30.14.9 The Contractor shall submit an annual Recoveries Report detailing all administrative and non-administrative recovery activities conducted by the Contractor during the previous calendar year. The report shall be submitted no later than February 15 every year and in the format provided by TennCare OPI.
- 2.30.14.10 The Contractor shall submit a monthly Tips Report of all tips of potential or suspected fraud, waste or abuse received during the previous month, including tips that have not yet been assigned, have been screened out, and/or have been closed with no action.
- 2.30.14.11 The Contractor shall submit a quarterly Fraud, Waste, and Abuse Cost Savings Information Report, which shall include information regarding where savings were identified and the methodology used to calculate the cost avoidance.

- 2.30.14.12 The Contractor shall immediately submit a referral to TennCare OPI and TBI MFCD simultaneously once the suspected provider fraud, waste, and abuse is determined credible upon completion of an investigation.
- 2.30.14.13 The Contractor shall submit a quarterly *Denied Provider Credentialing Applications Report* which shall include all provider credentialing applications, and summary form in accordance with Section 2.11.10.1.4 and 2.11.10.2.3.
- 2.30.14.14 The Contractor shall submit an annual report with the results of sampled of PCS providers that were included in a business and succession planning audit.
- 2.30.14.15 The Contractor shall submit annual an attestation that providers are reminded to submit disclosure changes within the guidelines of 42 C.F.R. Part 455, Subpart B.
- 2.30.14.16 The Contractor shall submit a monthly *Provider-Initiated Refunds Report*.
- 2.30.15 Financial Management Reports
- 2.30.15.1 Third Party Liability (TPL) Resources Reports
- 2.30.15.1.1 The Contractor shall submit a monthly, quarterly and annual *Recovery and Cost Avoidance Report* that includes any recoveries for third-party resources as well as funds for which the Contractor does not pay a claim due to TPL coverage or Medicare coverage. This Contractor shall calculate cost savings in categories described by TennCare.
- 2.30.15.2 Financial Reports to TennCare
- 2.30.15.2.1 For the purpose of monitoring actual medical expenses, TennCare shall establish a Medical Fund Target by eligibility grouping for TennCare Select. The Contractor shall submit a monthly Medical Fund Target Report with cumulative year to date calculation. The Contractor shall report all medical expenses and complete the supporting claims lag tables. This report shall be accompanied by a letter from an actuary, who may be an employee of the Contractor, indicating that the reports, including the estimate for incurred but not reported expenses, has been reviewed for accuracy. The Contractor shall also file this report with its NAIC filings due in March and August of each year using an accrual basis that includes incurred but not reported amounts by calendar service period that have been certified by an actuary. This report shall reconcile to NAIC filings including the supplemental TennCare income statement. The Contractor shall also reconcile the amount paid reported on the supporting claims lag tables to the amount paid for the corresponding period as reported on the Contractor's encounter file submission as specified in Sections 2.30.17.3 and 2.23.4.
- 2.30.15.2.2 The annual Audit of Business Transactions shall be submitted to TennCare no later than May 1 each year.

- 2.30.15.2.3 The Contractor shall submit an annual Ownership and Financial Disclosure Report to TennCare. This report shall include full and complete information regarding ownership, financial transactions and persons as described in Section 2.21.9 and shall be submitted March 1 of each calendar year and at other times as required by TennCare. At a minimum, the information reported on shall include the following:
- 2.30.15.2.3.1 The name and address of any person (individual or corporation) with an ownership or control interest in the managed care entity and its subcontractors. The address for corporate entities shall include as applicable primary business address, every business location, and P.O. Box address;
- 2.30.15.2.3.2 The date of birth and Social Security Number (SSN) of any individual with an ownership or control interest in the MCP and its subcontractors;
- 2.30.15.2.3.3 Other tax identification number of any corporation with an ownership or control interest in the MCP and any subcontractor in which the MCP has a 5 percent or more interest;
- 2.30.15.2.3.4 Information on whether an individual or corporation with an ownership or control interest in the MCP is related to another person with ownership or control interest in the MCP as a spouse, parent, child, or sibling;
- 2.30.15.2.3.5 Information on whether a person or corporation with an ownership or control interest in any subcontractor in which the MCP has a 5 percent or more interest is related to another person with ownership or control interest in the MCP as a spouse, parent, child, or sibling;
- 2.30.15.2.3.6 The name of any other disclosing entity in which an owner of the MCP has an ownership or control interest; and
- 2.30.15.2.3.7 The name, address, date of birth, and SSN of any managing employee of the MCP.
- 2.30.15.2.4 The Contractor shall submit its annual audit plan on March 1 of each year (see Section 2.21.1.10).
- 2.30.15.3 TDCI Financial Reports
- 2.30.15.3.1 By no later than December 31 of each year, the Contractor shall submit to TDCI an annual *Financial Plan and Projection of Operating Results Report*. This submission shall include the Contractor's budget projecting revenues earned and expenses incurred on a calendar year basis through the term of this Contract. This budget shall be prepared in accordance with the form prescribed by TDCI and shall include narratives explaining the assumptions and calculations utilized in the projections of operating results.
- 2.30.15.3.2 By no later than July 31 of each year, the Contractor shall submit to TDCI a mid-year *Comparison of Actual Revenues and Expenses to Budgeted Amounts Report*. If



necessary, the Contractor shall revise the calendar year budget based on its actual results of operations. Any revisions to the budget shall include narratives explaining the assumptions and calculations utilized in making the revisions.

2.30.15.3.3 The Contractor shall submit to TDCI an *Annual Financial Report* required to be filed by all licensed health maintenance organizations pursuant to T.C.A. 56-32-108. This report shall be on the form prescribed by the National Association of Insurance Commissioners (NAIC) for health maintenance organizations and shall be submitted to TDCI on or before March 1 of each calendar year. It shall contain an income statement detailing the Contractor's fourth quarter and year-to-date revenues earned and expenses incurred as a result of the Contractor's participation in the TennCare program. The Contractor in preparing this annual report shall comply with any and all rules and regulations of TDCI related to the preparation and filing of this report. This Annual Report shall also be accompanied by the Medical Fund Target report, where applicable, completed on a calendar year basis. The Contractor shall submit a reconciliation of the Medical Fund Target report to the annual NAIC filing using an accrual basis that includes an actuarial certification of the claims payable (reported and unreported).

2.30.15.3.4 The Contractor shall file with TDCI, a *Quarterly Financial Report*. These reports shall be on the form prescribed by the National Association of Insurance Commissioners for health maintenance organizations and shall be submitted to TDCI on or before May 15 (covering first quarter of current year), August 15 (covering second quarter of current year) and November 15 (covering third quarter of current year). Each quarterly report shall also contain an income statement detailing the Contractor's quarterly and year-to-date revenues earned and expenses incurred as a result of the Contractor's participation in the TennCare program. The second quarterly report (submitted on August 15) shall include the Medical Fund Target report completed on an accrual basis that includes an actuarial certification of the claims payable (reported and unreported) and, if any, other actuarial liabilities reported. The actuarial certification shall be prepared in accordance with National Association of Insurance Commissioners guidelines. The Contractor shall also submit a reconciliation of the Medical Fund Target report to the second quarterly NAIC report.

2.30.15.3.5 The Contractor shall submit to TDCI annual *Audited Financial Statements*. Such audit shall be performed in accordance with NAIC Annual Statement Instructions regarding the annual audited financial statements. There are three (3) exceptions to the NAIC statement instructions:

2.30.15.3.5.1 The Contractor shall submit the audited financial statements covering the previous calendar year by May 1 of each calendar year.

2.30.15.3.5.2 Any requests for extension of the May 1 submission date must be granted by the Office of the Comptroller of the Treasury pursuant to the "Contract to Audit Accounts."

- 2.30.15.3.5.3 The report shall include an income statement addressing the TennCare operations of the Contractor.
- 2.30.16 Claims Management Reports
- 2.30.16.1 The Contractor shall submit a monthly Claims Payment Accuracy Report. The report shall include the results of the internal audit of the random sample of all “processed or paid” claims (described in Section 2.22.6) and shall report on the number and percent of claims that are paid accurately. As provided in Section 2.22.6.6, if the Contractor subcontracts for the provision of any covered services, and the subcontractor is responsible for processing claims, then the Contractor shall submit a claims payment accuracy percentage report for the claims processed by the subcontractor. The report for each subcontractor shall include the results of the internal audit conducted in compliance with Section 2.22.6 and shall report on the number and percent of claims that are paid accurately.
- 2.30.16.2 The Contractor shall submit a Claims Information and Supporting Documentation to TDCI for purposes of determining compliance with prompt pay requirements as described in T.C.A. 56-32-126 (see Section 2.22.4) and focused claims testing (see Section 2.22.7). The Contractor shall complete the attribute sheets provided by TDCI for each claim to be tested within thirty (30) calendar days of receipt from TDCI.
- 2.30.16.3 The Contractor shall submit a weekly Claims Activity Report. This report shall identify the number of claims received, number of claims denied (by reason), number of claims paid, number of adjustments (including repayments), and total amount paid by the categories of service specified by TennCare.
- 2.30.16.4 Upon enrollment of members in CHOICES Group 2 and/or 3 (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3), the Contractor shall submit a quarterly CHOICES Cost Effective Alternative Services Report that provides information on cost-effective alternative services provided to CHOICES members (see Section 2.6.5.2). MFP participants (see Section 2.9.8) shall be identified separately for each data element described herein. The report shall provide information regarding specified measures, including but not limited to the following:
- 2.30.16.4.1 The number of members in CHOICES Group 2, CHOICES Group 3, and CHOICES Groups 2 and 3 combined;
- 2.30.16.4.2 The number of members in each 1915(c) waiver and across all 1915(c) waivers combined;
- 2.30.16.4.3 The number and percent of members authorized to receive cost-effective alternative (CEA) CHOICES HCBS in excess of a benefit limit, overall and by service;
- 2.30.16.4.4 The number and percent of members authorized to receive CEA 1915(c) waiver services in excess of a benefit limit, overall and by service;

- 2.30.16.4.5 For members transitioning from a nursing facility or ICF/IID to the community, the number of members authorized to receive a transition allowance as a CEA, the total amount of transition allowances authorized, the average transition allowance authorized;
- 2.30.16.4.6 A summary of items purchased with a transition allowance, including the most frequent categories of expenditure;
- 2.30.16.4.7 The number and percent of members authorized to receive other non-covered CHOICES HCBS as a CEA;
- 2.30.16.4.8 The number and percent of members authorized to receive other non-covered 1915(c) waiver services as a CEA;
- 2.30.16.4.9 A summary of other non-covered CHOICES HCBS authorized as a CEA, identifying the most frequently authorized services; and
- 2.30.16.4.10 A summary of other non-covered 1915(c) waiver HCBS authorized as a CEA, identifying the most frequently authorized services.
- 2.30.16.5 The Contractor shall submit to TennCare on a quarterly basis, a Denied Claims Report on all long-term care contractors for CHOICES (NF and HCBS), ICF/IID services, and 1915(c) waiver services for whom the number of denied claims for long-term care services exceeded twenty percent (20%) of the total number of claims for long-term care services submitted during any month. The report shall include the name and provider number of the long-term care contractor, the total number and percent of denied claims for long-term care services for that month, the total dollar value of denied claims for long-term care services, the type of intervention (e.g., training or technical assistance) determined to be needed and provided by the Contractor, and the current status of such denied claims (e.g., resubmitted, pending action by the provider, determined to be duplicate claims, etc.).
- 2.30.16.6 The Contractor shall submit to TennCare on a quarterly basis, a Rejected Claims Report on all long-term care claims for CHOICES (NF and HCBS), ICF/IID, and 1915(c) waiver services that were rejected per provider for each month during the quarter, the total number and dollar value of rejected claims for long-term care services for each month by provider, the percentage of all claims submitted by each provider for each month that were rejected; the cause of such rejected claims and the total volume and dollar value of rejected claims for long-term care services by each identified cause, the type of intervention (e.g., provider training/technical assistance or Contractor systems adjustment) determined to be needed and provided by the Contractor, and the current status of such rejected claims (e.g., resubmitted, pending action by the provider, pending action by the Contractor, etc.), the results of the Contractor's review in terms of whether other providers have been affected by the same issue, and actions taken by the Contractor to communicate with such affected providers and to resolve the issue(s) more broadly.

- 2.30.16.7 The Contractor shall submit to TennCare within one (1) business day following the scheduled date of payment for ICF/IID claims and for 1915(c) waiver claims confirmation of the processing and payment of such claims, including the total number and amount of claims received, and the total number and amount of claims processed and paid, including a detailed listing of any claims not processed or paid timely and the reason for delay.
- 2.30.17 Information Systems Reports
- 2.30.17.1 The Contractor shall submit an annual *Systems Refresh Plan* on December 1 for the upcoming year that meets the requirements in Section 2.23.1.6.
- 2.30.17.2 The Contractor shall submit *Encounter Data Files* in a standardized format as specified by TennCare (see Section 2.23.4) and transmitted electronically to TennCare on a weekly basis.
- 2.30.17.3 The Contractor shall provide an electronic version of a reconciliation between the amount paid as captured on the Contractor's encounter file submissions and the amount paid as reported by the Contractor in the 'CMS 1450 Claims Triangle' and 'CMS 1500 Claims Triangle' that accompanies the monthly Medical Fund Target report (see Section 2.30.15.2.1). In the event of any variances, the Contractor shall submit a written explanation accompanied by a 'CMS 1450 Claims Triangle' by category of service and a 'CMS 1500 Claims Triangle' by category of service, as applicable, to substantiate the explanation of the variance and identify the categories of services to which the variance is attributable. In the event that TennCare requires further detail of the variances listed, the Contractor shall provide any other data as requested by TennCare. This information shall be submitted with the Medical Fund Target report.
- 2.30.17.4 The Contractor shall submit a quarterly *Encounter/MLR Reconciliation Report* and a Companion Data File to demonstrate the reconciliations between the submissions of encounter files and MLR Claim Triangle reports.
- 2.30.17.4.1 The companion data file shall be in an Excel format and shall represent a claim triangle report in terms of claim counts and total payment based on all encounter batch files submitted to TennCare EDI during the prior quarter with delineations by 'paid month', 'incurred month', 'claim types (as it is defined in the MLR Triangle report)', and 'encounter batch file ID'.
- 2.30.17.4.2 The Reconciliation Report shall include an overall assessment of reporting integrities between the two Claim Triangle reports in terms of counts and amount based on the common delineations. When the two reports are not reconciling under the common delineations, the Contractor shall address the root causes of the gaps with proposed Corrective Action Plans.
- 2.30.17.5 The Contractor shall provide any information and/or data requested in a format to be specified by TennCare as required to support the validation, testing or auditing of the completeness and accuracy of encounter data submitted by the Contractor.

- 2.30.17.6 The Contractor shall submit a monthly *Systems Availability and Performance Report* that provides information on availability and unavailability by major system as well as response times for the Contractor's Confirmation of MCO Enrollment and Electronic Claims Management functions, as measured within the Contractor's span of control.
- 2.30.17.7 The Contractor shall submit a baseline *Business Continuity and Disaster Recovery (BC-DR)* plan for review and written approval as specified by TennCare. Thereafter, the Contractor shall submit, at a minimum, an annual update to their BC-DR. The Contractor shall communicate proposed modifications to the BC-DR plan at least fifteen (15) calendar days prior to their proposed incorporation. Such updates and/or modifications shall be subject to review and written approval by TennCare.
- 2.30.18 Administrative Requirements Reports
- 2.30.18.1 Upon enrollment of members in CHOICES Group 2 and/or 3 (if and when directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3), the Contractor shall submit a semi-annual *Report on the Activities of the CHOICES Advisory Group* regarding the activities of the CHOICES advisory group established pursuant to Section 2.24.3. This report shall include the membership of the advisory group (name, address, and organization represented), a description of any orientation and/or ongoing training activities for advisory group members, and information on advisory group meetings, including the date, time, location, meeting attendees, and minutes from each meeting. These reports shall be submitted to TennCare on March 1 and September 1 of each year.
- 2.30.19 Subcontract Reports
- 2.30.19.1 If the Contractor has subcontracted claims processing for TennCare claims, the Contractor shall provide to TennCare a Type II SOC1 examination based on the Statement on Standards for Attestation Engagements (SSAE) No. 16 for each non-affiliated organization processing claims that represent more than twenty percent (20%) of TennCare medical expenses of the Contractor. This report shall be performed by an independent auditor ("service auditor") and shall be due annually on May 1 for the preceding year operations or portion thereof.
- 2.30.19.2 In a Type II report, the auditor will express an opinion on whether the organization's description of controls presents the relevant aspects of the organization's actual controls in operation for the period specified in the report, typically one year. Also the report will determine whether the controls were suitably designed to achieve specified control objectives with sufficient effectiveness to provide reasonable, but not absolute assurance that the control objectives were achieved during the period specified.
- 2.30.19.2.1 The service auditor will express an opinion on (1) whether the service organization's description of its controls presents fairly, in all material respects, the relevant aspects of the service organization's controls that had been placed in operation as of a specific date, and (2) whether the controls were suitably designed to achieve specified control

objectives, and (3) whether the controls that were tested were operating with sufficient effectiveness to provide reasonable, but not absolute, assurance that the control objectives were achieved during the period specified.

#### 2.30.20 HIPAA /HITECH Reports

The Contractor shall submit a *Privacy/Security Incident Report*. This report shall be provided at least annually, but the Contractor shall provide the report more frequently if requested by TennCare. The report shall include, at a minimum, the date of the incident, the date of notification to TennCare's privacy officer, the nature and scope of the incident, the Contractor's response to the incident, and the mitigating measures taken by the Contractor to prevent similar incidents in the future. Upon TennCare's request, the Contractor shall provide additional details within a reasonable amount of time. "Port scans" or other unsuccessful queries to the Contractor's information system shall not be considered a privacy/security incident for purposes of this report.

#### 2.30.21 Non-Discrimination Compliance Reports

2.30.21.1 The Contractor shall provide nondiscrimination compliance reports, pursuant to the requirements set forth in this section and section A.2.28 Non-discrimination Compliance Requirements.

2.30.21.2 Pursuant to 42 C.F.R. § 438.340, the Contractor shall collaborate with TennCare and other entities designated by TennCare to develop and implement projects, to promote equity and to identify, evaluate, and reduce, to the extent practicable, health disparities based on age, race, ethnicity, sex, primary language, disability, and other statuses protected under federal and state civil rights laws.

2.30.21.3 In accordance with the requirements set forth in 42 U.S.C. § 300kk, to the extent practicable, the Contractor shall develop and maintain the ability to collect and report data on race, ethnicity, sex, primary language, and disability status for applicants and members and from applicants' and members' parents or legal guardians if applicants or members are minors or legally incapacitated individuals. In collecting this data the Contractor shall use the Office of Management and Budget (OMB) data collection standards for race, ethnicity, sex, primary language, and disability measures.

#### 2.30.22 Terms and Conditions Reports

2.30.22.1 Quarterly, by January 30, April 30, July 30, and October 30 of each year, the Contractor shall make written disclosure regarding conflict of interest that includes the elements in Section E.26.

2.30.22.2 Pursuant to Section D.10, on a semi-annual basis, the Contractor shall submit the attestation in Attachment X.

2.30.22.3 The Contractor shall maintain documentation that demonstrates the cost-effectiveness of any non-covered services that are provided to TennCare enrollees and for which the

Contractor seeks reimbursement from the State. A report summarizing all such documentation for the preceding year shall be submitted by the Contractor no later than sixty (60) calendar days after the end of each state fiscal year.

### **A.3 REQUIREMENTS FOR CHILDREN IN STATE CUSTODY.**

The Contractor agrees to be the designated MCO carve-out entity for the delivery of services to children in State custody. Children in State custody are eligible for the same TennCare covered services as other TennCare eligible children, in accordance with their TennCare eligibility status (TennCare Medicaid or TennCare Standard). However, due to the special needs of this population, this Section specifies special requirements for the delivery of TennCare covered services for children who are eligible for participation in the carve-out.

#### **A.3.1 CONTRACTOR RESPONSIBILITIES**

##### **3.1.1 General**

Responsibilities for the administration and operation of the plan for the provision of services to children in State custody are assigned to several parties (e.g., the Steering Panel, the Implementation Team, the Department of Children's Services, Centers of Excellence for children in or at risk of State custody, the Dental Benefits Manager, TennCare and delivery system providers). The Contractor agrees to arrange for services and administer the plan in collaboration with these other entities as described by TennCare. The Contractor agrees to:

- 3.1.1.1 Comply with any plan for children in State custody which has been provided and/or approved by the court on a schedule determined to be reasonable and in accordance with the requirements of the court.
- 3.1.1.2 Participate on the Children with Special Health Needs (CSHN) Steering Panel.
- 3.1.1.3 Recruit and contract with an adequate number of providers for Best Practice Network (BPN) with expertise in children's health problems in accordance with TennCare standards and the criteria of the plan for children in State custody and any subsequent plan for Children in State custody which has been provided and/or approved by the court.
- 3.1.1.4 Recruit for areas identified by the Implementation Team as having an inadequate network; contract with qualified and willing providers identified by the Implementation Team for areas (geographical or specialty) where a shortage is identified.
- 3.1.1.5 Develop procedures for assigning children in State custody to BPN providers; work with the Steering Panel to develop the best policy and mechanism for maintaining a long-standing relationship between a child and a PCP when family along with providers or the state feel that disruption of this relationship would be detrimental to the child. This is especially critical for children with severe physical or behavioral problems with a long-term relationship with the provider.

- 3.1.1.6 The Contractor agrees to implement and monitor provider use of best practice guidelines which have been drafted by the Center(s) of Excellence for children in or at risk of State custody in collaboration with the committee appointed by the Steering Panel.
- 3.1.1.7 Continue to manage and be responsible for all aspects of the TennCare program as specified in contracts with TennCare. Distribute Best Practice Guidelines to BPN providers when approved by the Steering Panel.
- 3.1.1.8 Work with the State to develop those services determined to be necessary by CSHN Steering Panel.
- 3.1.1.9 Provide BPN-PCPs with a listing of behavioral health providers.
- 3.1.1.10 Educate BPN-PCPs on medical management policies and coordination of care requirements.
- 3.1.1.11 Ensure submission of encounter data from Best Practice Network providers.

3.1.2 Administration and Management

3.1.2.1 Staff Requirements

A specific Department of Children’s Services (DCS) liaison person or persons shall be identified, in writing, to TennCare and the DCS. The DCS liaison person(s) will be responsible for assisting DCS to assure compliance with TennCare Kids requirements and the coordination of care for children in custody and at prolonged risk of custody and shall support BPN-PCPs as requested. The names, titles, addresses and contact numbers (phone, fax, etc.) shall be provided for each of the liaison persons to TennCare, DCS and BPN-PCPs. The liaison person(s) shall be available to TennCare and/or the DCS case managers, BPN-PCPs, and foster families for assistance. The number of specific liaison persons identified shall be adequate at all times to cover the number of children in or at prolonged risk of State custody enrolled in TennCare Select. Any staff changes in the identified liaison person(s) shall be reported in writing to TennCare and DCS within ten (10) calendar days of the change. BPN-PCPs shall be notified of any staff changes at least quarterly.

- 3.1.2.2 TennCare will coordinate the responsibility for training the DCS liaison(s) on issues dealing with the provision of TennCare Kids services to children in or at prolonged risk of State custody. The liaisons will assist DCS with care coordination for these children and will have the responsibility of facilitating the timely delivery of TennCare Kids services covered by the MCO. Assistance with care coordination will include identifying providers, scheduling appointments, and coordinating transportation (if appropriate), when requested.

3.1.3 Provider Network



### 3.1.3.1 Adequate Capacity

The Contractor must maintain a provider network with adequate capacity to deliver covered services that meet the special needs of children in State custody. Indicators of an adequate network include:

3.1.3.1.1 The Contractor meets the guidelines established by its contract with TennCare for a provider network (as specified in Section A.2 and Section A.3);

3.1.3.1.2 The Contractor has sufficient types and numbers of providers to be able to consistently deliver services in a timely manner when ordered for a child; and

3.1.3.1.3 The Contractor has within its network specialized health providers with sufficient expertise to deliver the covered services specified in this Contract recognized in the Best Practice Guidelines as being proven effective and needed by children in State custody.

### 3.1.3.2 Provider Network Composition

In addition to maintaining a provider network in accordance with Section 2 of this Contract, the Contractor shall maintain under contract, a Best Practice Network (BPN) of providers including primary care physicians, medical subspecialists, and Centers of Excellence specifically engaged to serve children in State custody as specified below.

### 3.1.3.3 Coordination of Dental Services

The TennCare Dental Benefits Manager shall assume responsibility for the provision and payment of dental benefits for children in State custody. However, the Contractor shall agree to provide assistance with the coordination of dental services to children in State custody.

### 3.1.3.4 Best Practice Network Primary Care Providers

3.1.3.4.1 The Contractor shall maintain a Best Practice Network of Primary Care Providers (BPN-PCPs) who are community pediatricians and family practice physicians who agree to provide care timely and manage all health care including coordination of referrals for needed assessments or subspecialty care and serve as an advocate for children in custody to assure they get appropriate care. Specifically, BPN-PCPs must agree to:

3.1.3.4.1.1 Provide TennCare Kids screenings timely if requested by DCS Case Managers;

3.1.3.4.1.2 Provide not only basic health care services, but also care coordination of all the health care services of children in custody;

3.1.3.4.1.3 Refer to physical health and behavioral health professionals in the Best Practice Network for specialty care; refer to the Center of Excellence for Children in, or at risk,

of State custody, Community Mental Health Center when indicated; coordinate referrals when indicated with MCO;

- 3.1.3.4.1.4 Request telephone consultations with the Center of Excellence when indicated;
  - 3.1.3.4.1.5 Communicate with caregivers on plan of care;
  - 3.1.3.4.1.6 Maintain all health information on children assigned to them, regardless of who provides the care (Center of Excellence for children in, or at risk of, State custody, local specialist, behavioral health provider, other health care providers);
  - 3.1.3.4.1.7 Report to DCS Health Unit any time health information on a child is not forwarded in a timely manner to allow for appropriate evaluation and care;
  - 3.1.3.4.1.8 Forward medical files to newly assigned PCP and provide an initial consult when child is being transferred to a new geographical area or new MCO;
  - 3.1.3.4.1.9 Share health information with DCS and foster parents within confidentiality guidelines;
  - 3.1.3.4.1.10 Forward pertinent information to providers seeing child on referral;
  - 3.1.3.4.1.11 Utilize (and document usage) Best Practice Guidelines for care when developed and adopted by the Steering Panel. Document rationale for variation from Best Practice Guidelines;
  - 3.1.3.4.1.12 Review information provided by state or MCO on caring for children in State custody;
  - 3.1.3.4.1.13 Participate in the evaluation of system and outcomes through representation on the CSHN Steering Panel;
  - 3.1.3.4.1.14 Participate in the MCO selected for children in custody;
  - 3.1.3.4.1.15 Participate in training related to health problems of children in custody or Best Practice Guidelines; and
  - 3.1.3.4.1.16 Develop health treatment plans and incorporate all treatment needs of the children they see.
- 3.1.3.4.2 The BPN-PCPs must also agree to perform the following case management functions:
- 3.1.3.4.2.1 Maintenance of all health information on children including behavioral health and long-term care;
  - 3.1.3.4.2.2 Coordinate health services and request assistance from the DCS case manager in following up and assuring plan of care is implemented;

- 3.1.3.4.2.3 Consult with the Center of Excellence or other behavioral health providers when additional help is needed in managing a case; and
- 3.1.3.4.2.4 Notify DCS when he/she feels more intense case management is needed by DCS.
- 3.1.3.4.3 The Contractor must ensure that each DCS custody child is assigned to a Best Practice Network Primary Care Provider within thirty days of enrollment. However, if a child has an established relationship with a provider who is not in the Best Practice Network, but is willing to continue care for this child and is qualified and competent to provide the care, the Contractor shall allow the PCP to continue to provide care and reimburse the provider for care at the same rate as Best Practice Network Providers, if requested by DCS or the child's legal guardian.
- 3.1.3.4.4 The Contractor may penalize BPN-PCPs who do not comply with the required responsibilities specified in paragraph 3.1.3.4.1 above. Any penalty to be assessed must be described in writing in the BPN-PCP's provider agreement and must be approved by the State.
- 3.1.3.4.5 When the State develops an internet-based system for health providers to track medical information for children in State custody, the Contractor shall assist with provider education efforts on the system and amend its BPN-PCP Agreements to require BPN-PCPs to input required information into the system.
- 3.1.3.5 Centers of Excellence for Children in or at Risk of State Custody
- The Contractor shall designate and maintain contracts with sites in the state that TennCare and the Contractor recognize as Centers of Excellence for children in or at risk of State custody (which includes tertiary pediatric care): Johnson City, Knoxville, Chattanooga, Nashville and Memphis. At TennCare's direction, these centers shall be recognized via a contract between the Contractor and the center that acknowledges the Contractor's and the State's designation of each qualified facility as a Center of Excellence. The Contractor shall also maintain provider contracts with each of these centers specifically for the provision of services to children in or at risk of State custody specified in the contract between the State and the COE.
- 3.1.3.6 Pediatric Subspecialists
- The Contractor shall establish and maintain a network of pediatric subspecialists in each of the five catchment areas in the state (Johnson City, Knoxville, Chattanooga, Nashville and Memphis) that includes each type of pediatric subspecialist with admitting privileges at the catchment area tertiary pediatric center.
- 3.1.4 Safety-Net
- 3.1.4.1 TennCare Kids – Physical Health Screenings

The Contractor shall include Local Health Departments in their provider network for the provision of TennCare Kids services.

3.1.4.2 TennCare Kids – Dental Screenings

3.1.4.2.1 Local Health Departments, in which dental services are available, will provide safety net services. Whenever the dental network is inadequate and dental care is urgent, the Dental Benefits Manager shall arrange for an out-of-network provider to provide the care.

3.1.4.2.2 The TennCare Dental Benefits Manager shall assume responsibility for the provision and payment of dental benefits. However, Contractor shall agree to cooperate and participate with any subsequent plan for Children in State custody which has been provided and/or approved by the court.

3.1.5 Provider Agreement Language

The Contractor shall include in its subcontracts and agreements with providers a provision which states that subcontractors and providers are not permitted to encourage or suggest, in writing or verbally, that TennCare children be placed into State custody in order to receive medical, behavioral, or long-term care services covered by TennCare.

3.1.6 Network Management

3.1.6.1 Provider Education

The Contractor shall train the Best Practice Network on the roles and responsibilities of Best Practice Network providers, including the requirement to use Best Practice Guidelines and maintain complete medical records, in accordance with the requirements listed at 3.1.3.4.

3.1.6.2 Monitoring

The Contractor shall conduct a medical chart review once each calendar year of a statistically valid sample of each BPN provider's medical charts to document Best Practice Network provider compliance with the requirements of the plan for children in State custody and any subsequent plan related to the provision of services to children in State custody of which the provider received advance notice, including the use of Best Practice Guidelines and completion of all seven required components of initial TennCare Kids exams (or documentation explaining any reasons for not adhering to the guidelines or completing the seven components of the exam) for those cases where the BPN provider conducted the TennCare Kids exam. The sampling methodology employed must be approved by TennCare prior to use.

3.1.6.3 Provider Profiling

The Contractor shall profile BPN-PCPs. Provider profiling for the Best Practice Network shall include the activities specified in Section 2.14.9 of this Contract.

### 3.1.7 BPN Training

The Contractor shall require Best Practice Network provider participation in training sessions provided by the Center of Excellence and disseminate training materials to Best Practice Network providers as requested. Participation in training may be by teleconference, interactive Internet program, or in-person. The Contractor shall develop a survey to be administered after each training session designed to solicit feedback on barriers to attendance from non-participating providers. The Contractor shall provide an analysis of the findings and recommendations for increasing participation within ninety days of the training session.

### 3.1.8 Service Delivery Requirements

In addition to satisfying the requirements of Section 2 of this Contract for the delivery of services, the Contractor shall meet the following requirements for the delivery of services to children in State custody:

#### 3.1.8.1 Failure to Maintain Adequate Capacity in Network and Recruitment of Best Practice Network Providers

The Contractor shall recruit Best Practice Network providers who have appropriate credentials, are willing to follow BPN guidelines and are willing to participate in its network. DCS will report any incidences where providers are not available to deliver services in a timely manner to both the Implementation Team (IT) and TennCare. The IT will keep records and report to TennCare in what areas of the state an inadequate network exists. The Contractor shall be notified when reports indicate a network deficiency and when recruitment of additional providers is necessary.

#### 3.1.8.2 Mental Health and Substance Use Disorder Services

In addition to the requirements specified in Section 2.6.1, the following requirements shall pertain to the coordination of mental health and substance use disorder services for children in State custody:

3.1.8.2.1 The Contractor shall not limit the types or number of behavioral services that may be provided by a Best Practice Network Primary Care Provider.

3.1.8.2.2 Prior approval shall not be required by the Contractor in order for a Best Practice Network Primary Care Provider to refer children in State custody to a behavioral health provider.

3.1.8.2.3 The Contractor shall provide a listing of credentialed BPN-PCPs to behavioral health providers periodically to facilitate coordination of care.

#### 3.1.8.3 Service Authorization

At such time that a procedure is implemented and described by TennCare, the Implementation Team shall be contacted for disposition when a covered service has been requested by a health care provider for a child in or at risk of State custody, and the Contractor denies or otherwise fails timely to provide that service or approve a less intense service which the provider or DCS feels is inadequate. Effective upon receipt of any plan for children in State custody which has been provided and/or approved by the court, the role of the Implementation Team may be modified.

#### 3.1.8.4 Services While Transitioning Out of Custody

3.1.8.4.1 Children transitioning out of State custody shall continue to have access to Best Practice Network providers for a minimum period of six (6) months unless specified otherwise by TennCare. The child transitioning out of State custody will remain in the Contractor's MCO and the Contractor shall continue to provide services in accordance with this Contract, or any plan for Children in State custody which has been provided and/or approved by the court, unless the child's legal guardian elects for the child to receive services outside of the Best Practice Network. All services for "children in State custody" in this Contract are applicable to children transitioning out of State custody for the time period specified by TennCare, which shall be six months unless otherwise specified by TennCare.

3.1.8.4.2 When a child goes home for a 90-day trial but is still in State custody, this will count for the first three months of transition time. The above services can also be continued for an additional number of months to be specified by TennCare, which shall be six months unless otherwise specified by TennCare, on a case-by-case basis for a total of 365 days from the time of custody termination for those children whom DCS or the PCP and the Implementation Team deem it appropriate to prevent them from returning to State custody.

#### 3.1.8.5 Children at Prolonged Risk of State Custody

Children that are deemed to be at prolonged risk of custody (to be defined by the Steering Panel) and that are identified to the Contractor by the State may continue to receive services through the Best Practice Network indefinitely.

#### 3.1.9 Reporting Requirements

3.1.9.1 For enrollees who have been assigned Immediate Eligibility, the Contractor shall, after twenty-five (25) calendar days of Immediate Eligibility coverage, identify children whose Immediate Eligibility will end in twenty (20) calendar days to the DCS Program Director II, Child Welfare Benefits Unit.

#### 3.1.10 Performance Guarantees

The Contractor agrees to be bound by the performance guarantees identified in Section E.27.2 below for the duration of this Contract.

- 3.1.10.1 Provider Training Participation
  - 3.1.10.1.1 BPN provider training participation at least once a year by teleconference, interactive internet program or in-person. Failure to timely complete training survey may result in liquidated damages.
- 3.1.11 Payment DCS Claims
  - 3.1.11.1 The Contractor shall accept, process, and adjudicate DCS provider claims that are submitted to the Contractor by DCS for custodial and non-custodial Members in accordance with the following:
    - 3.1.11.1.1 The Contractor shall process claims in accordance with the requirements of this Contract or as otherwise described by TennCare including general billing and eligibility guidelines for custodial and non-custodial Members as described by TennCare and edits, except that services billed on the claims as submitted by DCS shall be considered covered services otherwise eligible for payment by DCS as submitted;
    - 3.1.11.1.1.1 Claims for non-custodial children who are not otherwise enrolled in TennCare Select shall be paid in accordance with Item VI of Attachment XII.
    - 3.1.11.1.2 Timely filing for DCS claims shall be one (1) year from the date of service;
    - 3.1.11.1.3 The Contractor shall reimburse DCS for services billed on DCS claims in accordance with the pricing methodology and format as described by TennCare;
      - 3.1.11.1.3.1 The Contractor shall submit a weekly invoice for DCS paid claims along with accompanying files every Tuesday by 10:00 AM CST unless extended by TennCare due to unforeseen circumstances or bank holidays;
      - 3.1.11.1.3.2 TennCare shall make payment to the Contractor via ACH to the Contractor's designated bank account on each Thursday unless extended by TennCare due to unforeseen circumstances or bank holidays;
      - 3.1.11.1.3.3 The Contractor shall send funds to DCS via wire/ACH using methodology approved by TennCare no later than the Friday following receipt of the payment from TennCare unless extended by TennCare due to unforeseen circumstances or bank holidays.
    - 3.1.11.1.4 Should the Contractor have a need to request additional information from the provider in order to adjudicate a claim and the provider fails to cooperate, the Contractor shall inform TennCare;
    - 3.1.11.1.5 The Contractor shall be responsible for responding to inquiries related to DCS claims;
    - 3.1.11.1.6 The Contractor shall be responsible for submitting post-adjudicated encounter data to TennCare to represent claims received and processed as well as TennCare requested

data in a timely manner as needed, including but not limited to data for PERM audits, in accordance with this Contract;

- 3.1.11.1.7 The Contractor shall invoice TennCare for the cost of the payments in a form and format as described by TennCare.

### **A.3.2 DEPARTMENT OF CHILDREN’S SERVICES RESPONSIBILITIES**

The Department of Children’s Services shall be responsible for the following requirements related to the responsibilities of the Contractor:

- 3.2.1 Notify the Contractor when a child enters State custody so that Immediate Eligibility can be established.
- 3.2.2 Maintain responsibility of seeing that children in custody receive appropriate health services, including arranging appointments timely for TennCare Kids screenings to be performed at the local health department.
- 3.2.3 Report on number of children receiving TennCare Kids screenings in a timely fashion.
- 3.2.4 Provide care coordination and case management consistent with state and federal Medicaid regulations.
- 3.2.5 Provide a representative to the CSHN Steering Panel.
- 3.2.6 Provide training to staff to carry out the components of this plan.
- 3.2.7 Provide medical information to child’s assigned PCP in a timely manner and ensure follow up care is done by the PCP for any problems identified during the child’s TennCare Kids screening.

### **A.3.3 DIVISION OF TENNCARE RESPONSIBILITIES**

- 3.3.1 The Division of TennCare shall be responsible for the following:
  - 3.3.1.1 Contract with the carve-out MCO, with a statewide network that has expertise for children’s physical, developmental and behavioral problems to provide care management services to children in State custody and children at “prolonged risk” of State custody (to be defined by the Steering Panel) using fee for service structure and an arrangement which decreases the financial risk for the MCO.
  - 3.3.1.2 Contract with the COE for any services needed to implement this plan (for child psychiatrist, training, other functions as negotiated)
  - 3.3.1.3 Require MCO to provide adequate encounter and financial data to determine the provided services and the cost of those services for children in State custody.
  - 3.3.1.4 Provide resources for staffing the CSHN Steering Panel and Implementation Team.



- 3.3.1.5 Participate on the CSHN Steering Panel.
- 3.3.1.6 Require the MCO to include in its provider agreements and subcontracts with providers a provision which states that the providers/subcontractors shall not encourage or suggest, in writing or verbally, TennCare children be placed into State custody to receive medical or behavioral treatments and that it is incumbent on the provider to inform families there are other options and refer them to the Implementation Team when they are unable to get Behavioral Health Services and are at risk of coming into custody.
- 3.3.1.7 Develop a process whereby children who are already enrolled in TennCare but may not be assigned to the custodial MCO will be reassigned as soon as TennCare has been informed that the child is in State custody or is at risk of State custody and should be placed in the custodial MCO. TennCare shall comply with any subsequent plan for Children in State custody which has been provided and/or approved by the court.

#### **A.3.4 IMPLEMENTATION TEAM**

- 3.4.1 The Implementation Team shall:
  - 3.4.1.1 Review MCO denials or delays for services and issue letter of authorization for those services it determines to be appropriate under the circumstances at such time that policies and procedures are established by TennCare.
  - 3.4.1.2 The Implementation Team is expressly granted access to the medical records (physical, behavioral, and long-term care) of those children the Implementation Team is required to assist. All of the medical records obtained by the Implementation Team shall be held in the strictest confidence, and shall not be released to any individual unless the requesting individual is expressly granted such access by law, or unless the Implementation Team is ordered to release them by a court of competent jurisdiction.
  - 3.4.1.3 Determine when children referred to them are at imminent risk of custody and need additional services provided to this group to prevent custody. (DCS will still perform this service also.)
  - 3.4.1.4 Identify areas where provider networks are inadequate from the problems the team experiences in obtaining services for children at risk of custody as well as those in custody. Recommend to MCOs (both for the custody children and the other children in TennCare) where networks are inadequate.

#### **A.3.5 DEPARTMENT OF HEALTH**

- 3.5.1 The Department of Health, through the local county health departments, shall be responsible for the following:
  - 3.5.1.1 Ensure that they can meet the time frame of offering DCS children an appointment for an TennCare Kids screening within twenty-one (21) days of request by DCS, but not to exceed thirty (30) days of placement in State custody.

- 3.5.1.2 Provide a letter to the DCS Case Manager and the child's assigned primary care provider confirming whether all seven components of the TennCare Kids screening were completed and stating any concerns that should be referred to the primary care provider for follow up.
- 3.5.1.3 Provide the DCS Case Manager and the child's assigned primary care provider a letter stating the results of any lab tests performed on the child.

#### **A.4 INTEGRATED HEALTH SERVICES DELIVERY MODEL FOR PERSONS WITH INTELLECTUAL DISABILITIES AND CHILDREN IN KATIE BECKETT PART A**

##### **A.4.1 GENERAL**

- 4.1.1 Notwithstanding any provision in this Contract to the contrary, the Contractor shall be responsible for the implementation of an Integrated Health Services Delivery Model (IHSDM), known as "SelectCommunity," for persons with intellectual disabilities and children with complex medical needs and disabilities enrolled in Part A of the Katie Beckett Program as set forth in this Section.

The model as defined herein includes the following:

- 4.1.1.1 Continuous assessment of each member's physical and behavioral health needs including preventive care needs, acute and chronic physical or behavioral health conditions, and related problems specific or common to persons with Intellectual and/or Developmental Disabilities (I/DD) or to children with complex medical needs and disabilities, as applicable;
- 4.1.1.2 Timely access to medically necessary physical and behavioral health care services;
- 4.1.1.3 Implementation of a person-centered Medical Home Model for primary care and coordination of medical information and specialized physical and behavioral health care needs by a Primary Care Physician;
- 4.1.1.4 Ongoing coordination with long-term services and supports the member receives, including Home and Community-Based Services (HCBS) provided under a Section 1915(c) waiver program for persons with intellectual disabilities or Institutional services in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) or Nursing Facility (NF), as applicable; or for children in Katie Beckett Part A, timely access to and coordination of wraparound HCBS administered by the Contractor; and
- 4.1.1.5 Continuous collaboration between the member's care providers and payors, including TennCare, for persons with I/DD, the Department of Intellectual and Developmental Disabilities (DIDD), primary insurer(s), (i.e., private insurance and/or Medicare), as applicable, and the Contractor who will be responsible for the coordination, delivery and payment of all medically necessary covered physical and Behavioral Health Services and for children in enrolled in Katie Beckett Part A, wraparound HCBS, regardless of payor.

- 4.1.2 The Integrated Health Services Delivery Model shall be efficient in terms of both administration and cost, shall minimize duplicative administrative functions and expenses, and shall maximize federal financial participation in both administrative and service-related expenditures for eligible service recipients.
- 4.1.3 The cornerstone of the model is Nurse Care Management, which shall be provided by the Contractor as an administrative service, rather than a covered benefit. Each TennCare Select member within the target population shall have an assigned Nurse Care Manager.
  - 4.1.3.1 For persons with I/DD, Nurse Care Managers shall develop an individualized, Integrated Plan of Health Care for each member, coordinate the full array of covered physical and Behavioral Health Services eligible members need, and work closely with Independent Support Coordinators or Waiver Case Managers, as applicable and HCBS Waiver, ICF/IID and/or NF providers in implementing the Integrated Plan of Health Care which operates in conjunction with the member's Individual Support Plan. In addition to extensive professional nursing experience and expertise, Nurse Care Managers will receive training specific to the I/DD population, with particular focus on medical issues common in occurrence and nursing procedures frequently required for the I/DD population.
  - 4.1.3.2 For children enrolled in Part A of the Katie Beckett Program, Nurse Care Managers shall develop a plan of care as defined in this Contract including but not limited to appropriate TennCare Medicaid benefits such as HH, PDN, and/or BH services (i.e. non-Katie Beckett Part A services) and in accordance with requirements set forth in this Contract, and shall coordinate the full array of covered physical and behavioral health, and wraparound HCBS eligible members need, coordinating with primary insurer(s), i.e., private insurance and/or Medicare, as applicable. In addition to extensive professional nursing experience and expertise, Nurse Care Managers serving children in Katie Beckett Part A will receive training specific to children with complex needs and developmental disabilities, including a family-centered approach.

**A.4.2 TARGET POPULATION FOR THE INTEGRATED HEALTH SERVICES DELIVERY MODEL**

- 4.2.1 The Target Population for the Integrated Health Services Delivery Model shall include only the following:
  - 4.2.1.1 Former members of the Arlington Class enrolled in SelectCommunity as of February 9, 2018, including those members currently residing in an ICF/IID or nursing facility;
  - 4.2.1.2 Persons actively enrolled in one of the State's Section 1915(c) waivers for persons with Intellectual Disabilities.
  - 4.2.1.3 Effective upon implementation of Part A of the Katie Beckett program, children enrolled by TennCare in Katie Beckett Part A.

- 4.2.2 The Contractor shall provide Nurse Care Management only to members of the target population as defined in this Section. Nurse Care Management shall not be available to persons outside the defined target population for the Integrated Health Services Delivery Model.
- 4.2.3 For members of the target population, TennCare will notify the Contractor via the 834 outbound eligibility file when the member has been enrolled in TennCare Select because s/he is in the defined target population and has elected to opt into TennCare Select. Only members assigned to TennCare Select by TennCare (i.e., based on exercise of an opt-in opportunity or an MCO change request) may participate in the Integrated Health Services Delivery Model.
- 4.2.4 All members of the target population assigned to TennCare Select that elect to participate shall be assigned to the Integrated Health Services Delivery Model.
- 4.2.5 Children enrolled in Part A of the Katie Beckett Program shall only be assigned to the Integrated Health Services Delivery Model.

#### **A.4.3 NURSE CARE MANAGEMENT**

- 4.3.1 The Contractor shall provide Nurse Care Management for members with I/DD in an integrated, holistic, person-centered manner.
  - 4.3.1.1 For persons with I/DD enrolled in SelectCommunity, Nurse Care Management shall be the continuous process of:
    - 4.3.1.2 Assessing a member's physical and behavioral health needs;
    - 4.3.1.3 Identifying the covered physical and Behavioral Health Services that are necessary to meet the member's identified needs;
    - 4.3.1.4 Developing and maintaining for each member an individualized, Integrated Plan of Health Care (which shall specify physical as well as Behavioral Health Services and interventions);
    - 4.3.1.5 Ensuring timely access to and provision, coordination and monitoring of covered physical and Behavioral Health Services; and
    - 4.3.1.6 Collaboration between providers and payors of the member's physical and Behavioral Health Services, including physicians and other physical and behavioral health care providers, TennCare, DIDD, and the Contractor to facilitate seamless access to care and maximize health outcomes.
- 4.3.2 The Contractor shall provide Nurse Care Management for children enrolled by TennCare into Part A of the Katie Beckett Program in a comprehensive, integrated, holistic, person- and family-centered manner.
  - 4.3.2.1 For children enrolled in Katie Beckett Part A, Nurse Care Management shall be the continuous process of:

- 4.3.2.2 Assessing a child's strengths, physical and behavioral health and long-term services and supports needs, goals and challenges;
- 4.3.2.3 Identifying the services and supports (including unpaid supports voluntarily provided by family members and other caregivers, and paid services provided by private insurance, the Contractor, and other payor sources) that will be provided to the child to meet the child's physical and behavioral health and long-term services and supports needs, and support the child in achieving their individualized goals;
  - 4.3.2.3.1 Long-term services and supports identified through nurse care management and provided by the Contractor shall build upon and not supplant a member's existing support system, including but not limited to informal supports provided by family and other caregivers, services that may be available at no cost to the member through other entities, and services that are reimbursable through other public or private funding sources, such as Medicare or private insurance.
- 4.3.2.4 Developing and maintaining for each member through a person- and family-centered planning process, an individualized, plan of care as defined in this Contract and in a manner consistent with CFR §441.301(c)(1). The child should be involved in helping to define their individualized goals and develop the plan of care to the maximum extent possible and appropriate. This planning process, and the resulting person- and family-centered plan of care shall: 1) ensure the delivery of services in a manner that reflects the child and family's strengths, needs, preferences and choices; 2) assist the child in achieving personally defined outcomes in the most integrated community setting, which shall include planning and preparation for the child's transition to employment and community living with as much independence as possible upon becoming an adult;, and 3) help to engage, strengthen, support, and build the capacity and confidence of the family in order to ensure the child's safety, well-being and permanency. Services in the Katie Beckett Program shall be authorized, provided, and reimbursed only as specified in the plan of care.
- 4.3.2.5 Ensuring timely access to and provision, coordination and monitoring of covered physical and Behavioral Health Services and wraparound HCBS; and
- 4.3.2.6 Collaboration between providers and payors of the member's physical and Behavioral Health Services and wraparound HCBS, including physicians, other physical and behavioral health care providers, HCBS providers, TennCare, DIDD, the local education authority, Vocational Rehabilitation, and the Contractor to facilitate seamless access to care and maximize health and quality of life outcomes, and to plan and prepare for the child's transition to employment and community living with as much independence as possible upon becoming an adult.
- 4.3.2.7 The Contractor shall:
  - 4.3.2.7.1 Coordinate care among PCPs, specialists, behavioral health providers, and long-term services and supports providers, and the local education authority, as needed;

- 4.3.2.7.2 Perform reasonable preventive health case management services, have mechanisms to assess the quality and appropriateness of services furnished, and provide appropriate referral and scheduling assistance;
- 4.3.2.7.3 Monitor members due to ongoing medical and/or behavioral health conditions;
- 4.3.2.7.4 Identify members using emergency department services inappropriately to assist in scheduling follow-up care with PCPs and/or appropriate specialists to improve continuity of care and establish a medical home, as needed;
- 4.3.2.7.5 Maintain and operate a formalized hospital and/or institutional discharge planning program;
- 4.3.2.7.6 Maintain an internal tracking system that identifies the current preventive services screening status and pending preventive services screening due dates for each member; and
- 4.3.2.7.7 Assist members in accessing covered benefits and provide referrals to other services and supports, as appropriate.
- 4.3.2.8 The Contractor shall provide nurse care management to all members enrolled in the TennCare Katie Beckett program in accordance with this Contract, TennCare policy, rules and guidance documents.
- 4.3.3 The Contractor shall develop and implement policies and procedures for Nurse Care Management which comport with the requirements of this Contract, TennCare Rules, Policies and Procedures.
  - 4.3.3.1 Such policies and procedures shall specify the role and authority of Nurse Care Managers in authorizing needed physical and Behavioral Health Services and for children enrolled in Katie Beckett Part A, wraparound HCBS. At the discretion of the Contractor, authorization of home health, private duty nursing, and direct therapy services (i.e., occupational, physical and speech therapy services) as well as wraparound HCBS for children enrolled in Katie Beckett Part A may be completed by the Nurse Care Manager or through the Contractor's established UM processes but shall be coordinated by the Nurse Care Manager to ensure timely access to needed care and coordination with HCBS Waiver benefits or wraparound HCBS, as applicable.
- 4.3.4 The Contractor shall ensure that, upon enrollment into the Integrated Health Services Delivery Model, Population Health, including Chronic and Complex Case Management, activities for the target populations are integrated with Nurse Care Management processes and functions, and that the member's assigned Nurse Care Manager has primary responsibility for coordination of all the member's physical and behavioral health needs, and for children enrolled in Katie Beckett Part A, long-term services and supports needs as well. The Nurse Care Manager may use resources and staff from the Contractor's appropriate Population Health

Program, including persons with specialized expertise in areas such as behavioral health, to supplement but not supplant the role and responsibilities of the Nurse Care Manager.

- 4.3.5 The Contractor shall utilize state-of-the-art care management tools, health informatics and analytics to stratify populations, target physical and behavioral health interventions, and to identify and address gaps in care based on best practice protocols for managing specific conditions.

#### **A.4.4 ASSIGNMENT OF A NURSE CARE MANAGER TO MEMBERS**

- 4.4.1 The Contractor shall, within two (2) business days after the date of SelectCommunity enrollment of each new member in the target populations assign a specific Nurse Care Manager who shall have primary responsibility for performance of Nurse Care Management activities as specified in this Section, and who shall be the member's point of contact for coordination of physical and Behavioral Health Services, and for children in Katie Beckett Part A, wraparound HCBS. For children enrolled in Katie Beckett Part A, the assigned Nurse Care Manager shall also within five (5) business days of enrollment contact the child's parent(s) or other legal guardian to provide their name and contact information, explain the role of the Nurse Care Manager, and to set up the initial visit with the child and their parent(s) or other legal guardian.

- 4.4.1.1 For children enrolled in Katie Beckett Part A, the initial Nurse Care Manager visit shall be completed within no more than ten (business days) of enrollment into SelectCommunity, unless a later date is requested by the child's parent(s) or other legal guardian, which shall be documented and retained in the case record and made available to TennCare as requested.

- 4.4.1.2 During the initial Nurse Care Manager visit, the Nurse Care Manager shall provide education and information regarding the Katie Beckett Part A program, as prescribed by TennCare. This shall include explanation, using a form developed by TennCare, that in order to remain eligible for Katie Beckett Part A, the estimated amount projected to be expended for medical assistance for care outside an institution cannot be greater than the estimated amount which would otherwise be expended for medical assistance for the individual within an appropriate institution, as determined by TennCare. The Contractor shall be required to obtain the signature of the child's parent(s) or other legal guardian indicating their understanding of this requirement and shall submit a copy of the signed document to TennCare. The Contractor shall not deny medically necessary, covered benefits on the basis of this institutional cost comparison, but shall continuously monitor and update the projected cost of medical assistance, continue to educate the parent(s) or other legal guardians and prescribers regarding this requirement, and work with them to help keep the amount expended for medical assistance within the institutional cost, and shall promptly notify TennCare anytime a child's projected cost of medical assistance for care outside an institution is more that the estimated amount which would otherwise be expended for medical assistance within an appropriate institution.

- 4.4.2 The Contractor shall, within ten (10) business days after the date of SelectCommunity eligibility of each new member in the target population into TennCare Select, provide written notice to

the member including the name and contact information for their assigned Nurse Care Manager, and how to obtain assistance for urgent physical and behavioral health and for children enrolled in Katie Beckett Part A, long-term services and supports needs after hours. This notification may be delivered in person if the initial Nurse Care Management visit is completed within ten (10) business days, but shall otherwise be mailed.

- 4.4.3 The Contractor may utilize a care management support team approach to performing Nurse Care Management activities. For each participant in the Integrated Health Services Delivery model, the Contractor's Care Management Support Team shall consist of the member's Nurse Care Manager and specific other persons with relevant expertise and experience appropriate to address the needs of persons with I/DD or children with complex medical needs and disabilities, as applicable. Care Management Support Teams shall be discrete entities within the Contractor's organizational structure dedicated to fulfilling Nurse Care Management functions. The Contractor shall establish policies and procedures which specify, at a minimum: the composition of care management support teams; the tasks that will be performed directly by the Nurse Care Manager, which shall include all assessments and face-to-face contacts; measures taken to ensure that the Nurse Care Manager remains the member's primary point of contact for physical and behavioral health needs and for children enrolled in Katie Beckett Part A, wraparound HCBS; escalation procedures to elevate issues to the Nurse Care Manager in a timely manner; and measures taken to ensure that if a member needs to reach their Nurse Care Manager specifically, calls that require immediate attention by a Nurse Care Manager are handled by a Nurse Care Manager and calls that do not require immediate attention are returned by the member's Nurse Care Manager the next business day.

#### **A.4.5 ASSESSMENT OF PHYSICAL AND BEHAVIORAL HEALTH AND LONG-TERM SERVICES AND SUPPORTS NEEDS**

- 4.5.1 The Contractor shall conduct a comprehensive face-to-face assessment of each member's physical and behavioral health needs, including a comprehensive physical, behavioral, developmental, and social history; identification of all current physical or behavioral health conditions or symptoms, treatments and interventions, including currently administered prescription and over-the-counter medications; an assessment of the current status of preventive care; a thorough review of relevant physiological needs, including but not limited to gastrointestinal function, skin integrity, seizure disorders, bowel and bladder function, and nutrition and/or weight-related concerns; an assessment of any durable medical equipment needs, including whether existing durable medical equipment items are in good working condition and appropriate for the member's needs—both in terms of fit and functionality; and identification of key physical and behavioral health-related risks. For children enrolled in Katie Beckett Part A, the Contractor shall also complete an assessment of the child's strengths, goals and challenges, and long-term services and supports needs;

- 4.5.1.1 For participants enrolled into the Integrated Health Services Delivery Model, such face-to-face assessment shall be as soon as possible after enrollment into TennCare Select, but must be completed in time to ensure the development of an individualized, Integrated Plan



of Health Care or a person- and family-centered plan of care within the time frames set forth below.

- 4.5.1.2 The schedule for the face-to-face assessment shall be coordinated with the member's guardian or conservator, as applicable, and shall be completed in the member's place of residence, except under extenuating circumstances (such as the member's hospitalization), which shall be documented in writing.
- 4.5.1.3 The Contractor shall make reasonable efforts to include the member's guardian or conservator in the assessment process, and to gather relevant information from the member's guardian or conservator regarding the member's physical and/or behavioral health needs. For children enrolled in Katie Beckett Part A, including the member's parent(s) or other legal guardian in the assessment process shall be required.
- 4.5.2 Prior to conducting the face-to-face assessment for individuals with I/DD, the Contractor shall review available data and information regarding the member's physical and behavioral health care needs and utilization, including but not limited to claims and encounter information (as applicable), Physical Status Reviews, Health Care Plans, Individual Support Plans, and other relevant data provided by DIDD in order to identify health-related concerns and to help inform and guide the assessment process. For children enrolled in Katie Beckett Part A, the Contractor shall review available data and information regarding the child's physical and behavioral health and functional needs, including but not limited to DIDD intake and/or level of care documentation.

#### **A.4.6 DEVELOPMENT OF AN INDIVIDUALIZED, INTEGRATED PLAN OF HEALTH CARE**

- 4.6.1 Upon completion of the assessment, the Contractor shall coordinate with a Care Management Support Team to develop an individualized, Integrated Plan of Health Care, or for children enrolled in Katie Beckett Part A, an individualized, person- and family-centered plan of care. Such plan shall be completed within thirty (30) calendar days of the date of SelectCommunity eligibility.
  - 4.6.1.1 For individuals in the I/DD target population, the Integrated Plan of Health Care, which focuses on the member's physical and behavioral health needs, shall not replace the Individualized Support Plan (ISP) which is developed by the Independent Supports Coordinator with the enrollee and the enrollee's representative and Circle of Support and which identifies the HCBS Waiver benefits that are needed by the member.
- 4.6.2 The Care Management Support Team shall be led by the Nurse Care Manager and shall include the member and their family, guardian or conservator (as applicable). The Team may also include (as appropriate), but is not limited to the member's Primary Care Physician, Independent Support Coordinator (ISC) or Waiver Case Manager (WCM), as applicable, ID Waiver providers, DIDD Advocate, physical and/or behavioral health care providers, and other Contractor staff such as the physical or behavioral health Medical Director(s), Social Worker, etc.

- 4.6.3 For former Arlington class members residing in an ICF/IID or nursing facility until the date provided by TennCare in writing, the Integrated Plan of Health Care shall supplement the facility's plan of care (which is required pursuant to federal regulation), and shall focus on the provision of services covered by TennCare Select that are beyond the scope of the Institutional ICF/IID or NF benefit, including targeted strategies related to improving health, functional, or quality of life outcomes (e.g., related to disease management or pharmacy management) or to increasing and/or maintaining health and/or functional status, as appropriate.
- 4.6.4 The Integrated Plan of Health Care shall include, at a minimum:
- 4.6.4.1 Pertinent demographic information regarding the member including the name and contact information of the guardian or conservator and a list of other persons authorized by the member to have access to health care related information and to assist with assessment, planning, and/or implementation of health care related services and supports;
  - 4.6.4.2 The primary language spoken by the member and/or their primary caregiver, or the use of other means of effective communication, such as sign language and auxiliary aids or services, as applicable, and a description of any special communication needs including interpreters or special devices;
  - 4.6.4.3 The Primary Care Physician and their contact information;
  - 4.6.4.4 A summary of key information from the assessment, including relevant physical, behavioral, developmental, and/or social history; current physical or behavioral health conditions or symptoms, treatments and interventions; the current status of preventive care; and relevant physiological and durable medical equipment needs;
  - 4.6.4.5 The member's strengths and interests;
  - 4.6.4.6 Person-centered goals and objectives, including employment (as applicable) and integrated community living goals, and desired wellness, health, functional, and quality of life outcomes for the member;
  - 4.6.4.7 Risk factors for the member and measures in place to minimize them;
  - 4.6.4.8 Support, including specific tasks and functions that will be performed by family members and other caregivers;
  - 4.6.4.9 Caregiver training or supports identified through the caregiver assessment that are needed to support and sustain the caregiver's ability to provide care for the member;
  - 4.6.4.10 Description of the member's physical overall wellness, current physical and behavioral health conditions and functional status (i.e., areas of functional deficit), and the member's physical, behavioral, and functional needs, including a description of medical equipment used or needed by the member (if applicable);

- 4.6.4.11 Description of member's physical environment and any modifications necessary to ensure the member's health and safety;
- 4.6.4.12 Physical or behavioral health risks and appropriate interventions and strategies to mitigate those risks;
- 4.6.4.13 Any steps caregivers should take in the event of an emergency that differ from the standard emergency protocol;
- 4.6.4.14 Planning what to do during an emergency shall include, but may not be limited to the following:
  - 4.6.4.14.1 Developing an emergency plan; including a plan for natural disaster and/or power outages, if applicable;
  - 4.6.4.14.2 Creating a plan to have shelter in place when appropriate;
  - 4.6.4.14.3 Creating a plan to get to another safe place when appropriate; and
  - 4.6.4.14.4 Identifying, when possible, two (2) ways out of every room in case of fire.
- 4.6.4.15 Identify any additional steps the member and/or caregiver should take in the event of an emergency including, but not limited to, who to contact in the event of any special considerations regarding medications, supplies and dietary needs or power outages, as applicable;
- 4.6.4.16 A disaster preparedness plan specific to the member;
- 4.6.4.17 The physical and Behavioral Health Services and interventions, and only for children in Katie Beckett, wraparound HCBS that are necessary to meet the member's identified needs;
- 4.6.4.18 Health care and related tasks and functions that will be performed by family members and other caregivers, such as routine administration of medications;
- 4.6.4.19 A detailed listing of the physical and Behavioral Health Services the member will receive from other payor sources including the payor of such services (e.g., private insurance, Medicare home health);
- 4.6.4.20 A detailed listing of covered physical and Behavioral Health Services to be provided by the Contractor, including preventive services and only for children enrolled in Katie Beckett Part A, wraparound HCBS, and the projected annual cost of each physical or behavioral health service or wraparound HCBS;
- 4.6.4.21 When home health and/or private duty nursing services will be authorized by the Contractor, a detailed and adequate back-up plan for situations when regularly scheduled HH/PDN providers are unavailable or do not arrive as scheduled (the back-up plan may

include paid and unpaid supports and shall include the names and telephone numbers of persons and agencies to contact and the services provided by listed contacts); and

- 4.6.4.22 Frequency of planned Nurse Care Management contacts needed, which shall include consideration of the member's individualized needs and circumstances, and which shall at minimum meet required contacts as specified in this Section (unplanned Care Manager contacts shall be provided as needed).
- 4.6.5 During the development of the member's Integrated Plan of Health Care, the Nurse Care Manager shall educate the member and their guardian or conservator, as applicable regarding end of life care and their ability to use advance directives and shall document the member's decision in the member's Integrated Plan of Health Care or person- and family-centered plan of care, as applicable.
- 4.6.6 For persons with I/DD residing in Institutional Placements, the Integrated Plan of Health Care shall supplement the facility's plan of care (which is required pursuant to federal regulation), and shall focus on the provision of services covered by TennCare Select that are beyond the scope of the Institutional ICF/IID or NF benefit, including targeted strategies related to improving health, functional, or quality of life outcomes (e.g., related to Population Health or pharmacy management) or to increasing and/or maintaining health and/or functional status, as appropriate.
- 4.6.7 The member's Nurse Care Manager shall participate as appropriate in the Institutional facility's care planning process and advocate for the member regarding physical and behavioral health needs.
- 4.6.8 The member's Nurse Care Manager shall ensure that the member (and/or their guardian or conservator, as appropriate) reviews, signs and dates the Integrated Plan of Health Care or the person- and family-centered plan of care, as applicable, as well as any updates.
- 4.6.8.1 The Nurse Care Manager shall assess the experience of each member receiving Medicaid HCBS through the Katie Beckett Part A program using the Individual Family Experience Assessment (IFEA) as prescribed by TennCare: 1) within ninety (90) calendar days of initial service initiation 2) as part of the member's annual plan review; and 3) within thirty (30) days of a change in the member's physical or mental health status that impacts services, modifications, or restrictions that are in place, as applicable. In the case of items (1) and (3) above, the IFEA shall be completed at the next monthly face-to-face visit. Any restrictions must follow prescribed person-centered planning processes in the federal HCBS Settings Rule, and be reviewed by the Contractor's HCBS Settings Committee. All members receiving HCBS through the Katie Beckett program must have an IFEA completed during a face-to-face visit at least annually. If the Contractor completes an IFEA due to one of the circumstances described in items (3), the next IFEA shall be due within one (1) year from the date it is completed, unless an additional change as described in (3) or occurs prior to that time. Participants in the IFEA shall include the member's parents or legal guardian. Service provider staff may participate as requested by the member's parents or legal guardian. In addition, the member's Nurse Care manager, as applicable, shall

address any issues regarding compliance with the HCBS Settings Rule or other concerns identified during the IFEA within thirty (30) days of discovery. The Contractor shall develop policies and procedures that describe the measures taken by the Contractor to ensure accurate and timely completion of the IFEA for all members served. The Contractor shall submit a summary itemizing and detailing all remediation activities performed. The above-mentioned detailed remediation summary shall be submitted within thirty (30) days following the end of a quarter. The IFEA annual cycle follows a calendar year, January 1 through December 31.

- 4.6.9 The Contractor shall develop policies and procedures that describe the measures taken by the Contractor to address instances when a member (or their guardian or conservator, as appropriate) refuses to sign the plan of care. The policies and procedures shall include a specific escalation process (ultimately to TennCare) that includes a review of the reasons for the refusal as well as actions taken to resolve any disagreements with the Integrated Plan of Health Care or the person- and family-centered plan of care, as applicable.
- 4.6.10 For members in the I/DD target population, the Nurse Care Manager shall provide a copy of the member's completed Integrated Plan of Health Care, including any updates, to the member, the member's guardian or conservator, as applicable, the HCBS Waiver ISC or Case Manager, and the member's community residential alternative provider, as applicable. For children enrolled in Katie Beckett Part A, the Nurse Care Manager shall provide a copy of the person- and family-centered plan of care to the member's guardian. The member's Nurse Care Manager/Care Management Support Team shall provide copies to other providers authorized to deliver care to the member upon request, and shall ensure that such physical and behavioral health care providers who do not receive a copy of the Integrated Plan of Health Care or person- and family-centered plan of care, as applicable, are informed in writing of all relevant information needed to ensure the provision of quality physical and Behavioral Health Services for the member.
- 4.6.11 The Contractor shall immediately begin to address all urgent physical and behavioral health care needs, and for children enrolled in Katie Beckett Part A, urgent long-term services and supports needs, and shall not wait for completion of the Integrated Plan of Health Care or person- and family-centered plan of care, as applicable, to arrange urgently needed care.
- 4.6.11.1 Home health and private duty nursing services shall be considered "urgently needed care." The Contractor shall review physician orders for such requests and make a determination as expeditiously as possible and in accordance with regulatory and contractual time frames, and shall authorize and initiate approved home health and private duty nursing services within no more than ten (10) business days of approval.
- 4.6.11.2 Wraparound home- and community-based services for children in Katie Beckett Part A shall be initiated in accordance with TennCare policy, protocol and procedure. Immediately needed services shall be initiated within ten (10) business days of the initial Nurse Care Management visit.

- 4.6.11.3 Vehicle modifications shall be initiated as prescribed in TennCare policy, protocol and procedure.
- 4.6.12 If the Contractor is unable to initiate in a timely manner any covered physical or behavioral health service or wraparound HCBS, as applicable, needed by the member that is within the scope of benefits available under the TennCare 1115 Waiver program, the Contractor shall, pursuant to established notice requirements and templates, issue written notice to the member, documenting the service(s) that will be delayed, the reasons for the delay, and the date the service(s) will start, and shall make good faith efforts to ensure that services are provided as soon as practical.
- 4.6.13 The Contractor shall provide to TennCare a report monthly and/or upon request of all delays in service notices issued to participants in the Katie Beckett Program and a report quarterly and/or upon request of all delays in service notices issued to all other participants in the Integrated Health Services Delivery Model. These reports shall be in a format as prescribed by TennCare and shall specify at a minimum, the member's name and Medicaid ID, the type of service delayed, the date the service was authorized, the date the notice of delay was issued, the reason for the delay, and the projected date that the service will be available.
- 4.6.14 Nurse Care Managers shall 1) timely communicate to Arlington Class members' Independent Support Coordinator and/or Advocate, as applicable, all TennCare Select denials of service which trigger due process appeal rights; and 2) provide a copy of the notice of action.

#### **A.4.7 REASSESSMENTS OF NEED AND UPDATES TO THE INTEGRATED PLAN OF HEALTH CARE**

- 4.7.1 The Nurse Care Manager shall reassess physical and behavioral health needs at least once every three hundred and sixty-five (365) days and within five (5) business days of the Contractor's becoming aware that the member's functional, physical, or behavioral status has changed significantly which may include, but is not limited to:
- 4.7.1.1 An acute hospital admission or Emergency Department utilization;
- 4.7.1.2 A newly diagnosed physical or behavioral health condition;
- 4.7.1.3 A significant change in an existing physical or behavioral health condition;
- 4.7.1.4 A significant decline in functional status, such as loss of mobility; or
- 4.7.1.5 Behavioral destabilization, including new or increased self-injurious behaviors, property destruction, etc.
- 4.7.2 The Nurse Care Manager shall update the Integrated Plan of Health Care or the person- and family-centered plan of care, as applicable, as needed to reflect significant changes in condition, treatments or interventions; physical and behavioral health or long-term services and supports needs, risks and interventions; physical and Behavioral Health Services and wraparound HCBS, etc.

- 4.7.3 The reassessment shall occur at least once every three hundred and sixty-five (365) days, calculated either from the effective date of enrollment into the Integrated Health Services Delivery Model, or if an assessment occurs due to the Contractor's becoming aware that the member's functional, physical, or behavioral status has changed significantly, within three hundred and sixty-five (365) days of such assessment.
- 4.7.3.1 For members who disenroll from and re-enroll into the Integrated Health Services Delivery Model within thirty (30) or less days, the reassessment shall occur as stated in Section 4.7.3 above.
- 4.7.3.2 For members who disenroll from and re-enroll into the Integrated Health Services Delivery Model after thirty-one (31) or more days, the member shall be assessed as a new enrollee and the reassessment date shall occur at least once every three hundred and sixty-five (365) days from the effective date of the re-enrollment or if an assessment occurs due to the Contractor's becoming aware that the member's functional, physical, or behavioral status has changed significantly, within three hundred and sixty-five (365) days of such assessment.

#### **A.4.8 ASSIGNMENT OF A PRIMARY CARE PHYSICIAN AND ESTABLISHMENT OF A MEDICAL HOME**

- 4.8.1 Upon enrollment into TennCare Select, each participant in the I/DD target population in the Integrated Health Services Delivery Model shall be assigned a Primary Care Physician (PCP), including members dually eligible for TennCare and Medicare.
- 4.8.1.1 Assignment of the PCP shall, to the maximum extent possible and appropriate, be consistent with the member's current utilization of primary care services, if applicable, so long as such PCP participates in the TennCare Select network.
- 4.8.1.2 To the extent that (1) a newly enrolled member wishes to utilize a different PCP; (2) a member is not utilizing primary care services upon enrollment into TennCare Select; or (3) a member's current PCP elects not to participate in the TennCare Select network, the member's Nurse Care Manager shall coordinate with the member and their guardian or conservator to select a participating PCP who will be assigned to the member.
- 4.8.1.3 The PCP shall be responsible for continuous comprehensive primary care and coordination of medical information and specialized physical and behavioral health care services, including specialty referrals.
- 4.8.2 Children enrolled in Katie Beckett Part A shall not be assigned a PCP. The Nurse Care Manager shall work with the child's family to identify the PCP with whom the child has an established relationship through the primary insurer(s), i.e., private insurance and/or Medicare, as applicable, even if the child's PCP is not in the Select network. If the child does not have a PCP, the Nurse Care Manager will help to establish a PCP for the child based on the child's needs and family preferences. The PCP shall be documented in the child's person and family-

centered support plan and readily available to Nurse Care Managers for purposes of care coordination as described in this Contract.

- 4.8.3 Pediatric specialists who have a demonstrated clinical relationship as the clinical coordinator of all care for the child, including health supervision and anticipatory guidance, are able to serve as the PCP for a child enrolled in Katie Beckett Part A.
- 4.8.4 The Nurse Care Manager shall coordinate with the PCP to provide information, address needs and concerns, ensure timely access to needed specialty care, and to facilitate a comprehensive, holistic, person-centered approach to care, and shall provide assistance as needed in scheduling needed appointments, and in arranging non-emergency transportation services.
- 4.8.5 The Contractor shall be responsible for helping to facilitate access to and utilization of appropriate preventive care services, which shall include maintenance of an internal tracking system which identifies preventive care status and pending preventive care due dates for each participant in the Integrated Health Services Delivery Model, and screening services provided in accordance with nationally accepted standards or guidelines developed or endorsed by respected medical organizations such as the Centers for Disease Control and Prevention, including but not limited to pap smears, mammograms, prostate cancer screenings, and colorectal cancer screenings, as applicable. Nurse Care Managers shall utilize such tracking system to facilitate timely access to needed care, which may include as needed assistance in scheduling needed appointments, and in arranging non-emergency medical transportation services.
- 4.8.6 The Contractor shall monitor utilization of Emergency Department services in an effort to identify physical or behavioral health care needs, ensure appropriate utilization of Primary and/or Specialty Care, improve continuity of care, and to help establish the medical home.
- 4.8.7 Nurse Care Managers shall have an integral role in all care transitions, including discharge from an inpatient acute or psychiatric hospital setting, transition from an Institutional to HCBS setting, transitions between Institutional settings, and transitions between community residential providers. The Nurse Care Manager shall work with the discharge planner, ISC or Waiver Case Manager (as applicable), and guardian or conservator (as applicable) to determine the physical and/or Behavioral Health Services and for children in Katie Beckett Part A, wraparound HCBS that will be needed upon discharge or transition (as applicable), and to ensure that such services are arranged and provided in a timely manner.

#### **A.4.9 TRANSITIONS OF CARE**

- 4.9.1 For members receiving home health, private duty nursing, or occupational, physical or speech therapy services upon transition, the Nurse Care Manager shall monitor to ensure that such services are implemented timely and in accordance with the Integrated Plan of Health Care or person- and family-centered plan of care, as applicable.



#### **A.4.10 MONITORING PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES**

- 4.10.1 Upon the scheduled initiation of physical or Behavioral Health Services and for children enrolled in Katie Beckett Part A, wraparound HCBS, identified in the Integrated Plan of Health Care, the member's Nurse Care Manager/Care Management Support Team shall begin monitoring to ensure that services have been initiated and continue to be provided as authorized.
- 4.10.2 The Contractor shall monitor home health services, private duty nursing, and occupational, physical and speech therapy services covered under the TennCare 1115 Waiver program, to ensure such services are provided in accordance with the member's Integrated Plan of Health Care, including the amount, frequency, duration and scope of each service, in accordance with the member's service schedule; and that services continue to meet the member's needs.
- 4.10.3 The Nurse Care Manager shall identify and immediately address service gaps, ensure that back-up plans are implemented and effectively working, and evaluate service gaps to determine their cause and to minimize gaps going forward. The Contractor shall describe in policies and procedures the process for identifying, responding to, and resolving service gaps in a timely manner.
- 4.10.4 The Nurse Care Manager shall provide assistance in resolving concerns about service delivery or providers, including the quality of care rendered by providers or Nurse Care Management staff.

#### **A.4.11 OTHER ONGOING NURSE CARE MANAGEMENT RESPONSIBILITIES**

- 4.11.1 The Contractor shall provide to contract providers, including but not limited to physicians and behavioral health providers, and caregivers information regarding the role of the Nurse Care Manager and shall request that providers and caregivers notify a member's Nurse Care Manager, as expeditiously as warranted by the member's circumstances, of any significant changes in the member's condition or care, hospitalizations, or recommendations regarding physical or Behavioral Health Services that may be needed.
- 4.11.2 The Contractor shall have systems in place to facilitate timely communication between internal departments and the Nurse Care Manager to ensure that each Nurse Care Manager receives all relevant information regarding their members, e.g., member services, Population Health, Utilization Management, and claims processing. The Nurse Care Manager shall follow-up on this information as appropriate (e.g., documentation in the member's plan of care, monitoring of outcomes, and, as appropriate, needs reassessment and updating the plan of care).
- 4.11.3 The Contractor shall monitor and evaluate a member's Emergency Department and behavioral health crisis service utilization to determine the reason for these visits. The Nurse Care Manager shall take appropriate action to facilitate appropriate utilization of these services (e.g., communicating with the member's providers, educating the member, conducting a needs reassessment, and/or updating the member's Integrated Plan of Health Care) to better manage the member's physical health or behavioral health condition(s).

- 4.11.4 The Contractor shall develop policies and procedures to ensure that Nurse Care Managers are actively involved in discharge planning when a member is hospitalized. The Contractor shall define circumstances that require that hospitalized members receive a face-to-face visit to complete a needs reassessment and an update to the member's Integrated Plan of Health Care as needed.
- 4.11.5 The Nurse Care Manager/Care Management Support Team shall coordinate with Medicare payors, Medicare Advantage plans, and Medicare providers as appropriate to coordinate the care and benefits of members who are also eligible for Medicare. In accordance with the State's Coordination of Benefits Agreement with the Centers for Medicare and Medicaid Services (CMS), TennCare shall establish a process for sharing Medicare Parts A and B claims data with the Contractor in order to facilitate a more complete picture of health care services provided to dual eligible members, and to further improve coordination and quality of care for members.
- 4.11.6 The Contractor shall develop and implement processes related to TennCare disenrollment in a manner approved by TennCare.
- 4.11.6.1 A child may be disenrolled from Part A of the Katie Beckett Program only when authorized by TennCare.
- 4.11.6.2 The Contractor shall promptly notify TennCare in a manner developed and approved by TennCare upon identification of any concern that could potentially lead to a child's disenrollment from the Integrated Health Services Delivery Model.
- 4.11.6.3 Reasons for potential disenrollment include, but are not limited to, the death of the member, member no longer resides in the state, or the member no longer meets one or more of the criteria for eligibility and/or enrollment in Katie Beckett, as specified in TennCare Rule.

#### **A.4.12 MINIMUM NURSE CARE MANAGER CONTACTS**

- 4.12.1 The Nurse Care Manager shall conduct all needs assessment and care planning activities and shall make all minimum care management contacts in the member's place of residence, except under extenuating circumstances (such as assessment and care planning conducted during the member's hospitalization, or upon the member's request), which shall be documented in writing.
- 4.12.2 The Contractor shall ensure that Nurse Care Managers assess each member's need for contact with the Nurse Care Manager to ensure that the member's physical and behavioral health needs, and for children enrolled in Katie Beckett Part A, home- and community-based services needs are met.
- 4.12.3 For children enrolled in Katie Beckett Part A, the Contractor shall provide a tablet in the member's home that will allow the child's parent(s) or other legal guardian or paid caregivers in the home to videoconference with the member's Nurse Care Manager or the Contractor's 24-hour Nurse Line, as needed to address the child's care management needs. The tablet may also be used to facilitate telehealth consultation with pediatric specialists or other medical or

behavioral health professionals with whom the child has an established relationship as described in Section 4.22.

- 4.12.4 At a minimum, members participating in the Integrated Health Services Delivery Model with complex unstable physical or behavioral health needs shall be visited by their Nurse Care Manager at least monthly with up to two of the minimally required visits per quarter being completed via telehealth or online videoconferencing. A minimum of one visit per quarter shall be completed in person. This includes all children enrolled in Katie Beckett Part A who meet Tier 1 level of care (medical or behavioral), provided that the Contractor may, if preferred by the child's parent(s) or other legal guardian and documented in the person- and family-centered plan of care, complete up to two of the minimally required visits per quarter using telehealth—specifically online videoconferencing using a tablet or other smart mobile device. A minimum of one visit per quarter shall be completed in person.
- 4.12.5 At a minimum, members participating in the Integrated Health Services Delivery Model with complex stable physical or behavioral health needs shall be contacted by their Nurse Care Manager at least monthly either in person by telephone, or videoconferencing and shall be visited in their residence face-to-face by their Nurse Care Manager at least quarterly. This includes all children enrolled in Katie Beckett Part A who meet Tier 2 level of care, unless it is determined through the person- and family-centered needs assessment and care planning process that more frequent face-to-face contacts are needed. These members shall be contacted via videoconference and/or visited in their residence face-to-face by their Nurse Care Manager at alternating intervals at least semi-annually unless more frequent contacts/visits are appropriate based on the member's needs and/or request which shall be documented in the PCSP. For purposes of this section semi-annually means that each alternating videoconference contact and face-to-face visit must occur within one hundred-eighty (180) calendar days of the previous contact/visit so that each occurs at least once within a calendar year. If the members preference is for face-to-face visits, the Nurse Care Manager shall meet in person in accordance with the preference of the member.
- 4.12.6 At a minimum, members participating in the Integrated Health Services Delivery Model with no complex physical or behavioral health needs shall be contacted by their Nurse Care Manager at least quarterly either in person by telephone, or videoconferencing, and shall be visited in their residence face-to-face by their Nurse Care Manager at least semi-annually. These members shall be contacted via videoconference and/or visited in their residence face-to-face by their Nurse Care Manager at alternating intervals at least semi-annually unless more frequent contacts/visits are appropriate based on the member's needs and/or request which shall be documented in the PCSP. For purposes of this section semi-annually means that each alternating videoconference contact and face-to-face visit must occur within one hundred-eighty (180) calendar days of the previous contact/visit so that each occurs at least once within a calendar year. If the members preference is for face-to-face visits, the Nurse Care Manager shall meet in person in accordance with the preference of the member.
- 4.12.7 The Contractor shall conduct a face-to-face visit and reassess the member's needs upon any change in circumstances to the member's condition, provided that the Contractor may use

telehealth—specifically online videoconferencing using a tablet or other smart mobile device for such reassessments, unless it is determined that a face-to-face visit is needed, or upon request of the child’s parent(s) or other legal guardian.

- 4.12.7.1 These members shall be contacted via videoconference and/or visited in their residence face-to-face by their Nurse Care Manager at least semi-annually (i.e., within one hundred and eighty (180) calendar days of videoconference contact, the member's Nurse Care Manager must complete a face-to-face visit and within one hundred and eighty (180) calendar days of the face-to-face visit, a video contact will occur, etc.) unless more frequent contacts/visits and/or telephone contacts are appropriate based on the member’s needs and/or request which shall be documented in the PCSP, or based on a significant change in needs or circumstances. If the members preference is for face-to-face visit, the Nurse Care Manager shall meet in person in accordance with the preference of the member.
- 4.12.8 The Contractor shall ensure that at each face-to-face visit the Nurse Care Manager makes the following observations and documents the observations in the member’s file:
  - 4.12.8.1 Member’s physical condition including observations of the member’s skin, weight changes and any visible signs or symptoms of physical illness;
  - 4.12.8.2 Member’s mood and emotional well-being;
  - 4.12.8.3 Member’s satisfaction with physical and Behavioral Health Services;
  - 4.12.8.4 A statement by the member regarding any physical or behavioral health concerns or questions;
  - 4.12.8.5 A statement from the member’s guardian and/or conservator regarding any concerns or questions (when the guardian/conservator is available); and
  - 4.12.8.6 Member’s upcoming physical and behavioral health appointments

#### **A.4.13 NURSE CARE MANAGEMENT STAFF**

- 4.13.1 At a minimum, Nurse Care Managers for participants in the Integrated Health Services Delivery Model shall be a Registered or Licensed nurse with at least two (2) years professional nursing experience. Nurse Care Managers with less than three (3) years professional nursing experience and/or less than two (2) years providing care management, and all Licensed (but not Registered) Nurses shall have a Registered Nurse Supervisor who meets minimum qualifications for Nurse Care Management. The Contractor shall use best efforts to employ Nurse Care Managers with appropriate certifications, including Certified Case Manager (CCM) and Developmental Disabilities (DD) certification. All Nurse Care Managers who meet established qualifications but are not CCM and DD certified upon employment shall be encouraged to complete such certification(s) upon obtaining the required minimum experience.

- 4.13.2 The Contractor shall ensure an adequate number of Nurse Care Managers are available and that sufficient staffing ratios are maintained to address the needs of participants in the Integrated Health Services Delivery Model and to meet all requirements described in this Section.
- 4.13.3 The Contractor shall use information regarding members gathered through assessment UM, and other processes as well as predictive modeling to help identify members with the most significant health and/or behavioral health needs who are at the highest risk and who offer the greatest potential for improvements in health outcomes, and to stratify members and prioritize Nurse Care Manager resources accordingly, such that individual Nurse Care Managers may have a greater or lesser number of assigned members based on the level of need of such members. The average Nurse Care Manager-to-member ratio shall not exceed 1:50 for all members enrolled in the Integrated Health Services Deliver Model and shall be adjusted as needed to ensure compliance with all applicable requirements, including minimum Nurse Care Manager contacts specified in Section 4.12.
- 4.13.4 Similar processes shall be used for identification, stratification, and prioritization of other participants in the Integrated Health Services Delivery Model, with more intensive staffing during the post-enrollment phase, after which time individual Nurse Care Managers may have a greater or lesser number of assigned members based on the level of need of such members.
- 4.13.5 The Contractor shall monitor staffing ratios and adjust ratios as necessary to ensure that Nurse Care Managers are able to meet the requirements of this Section and address members' needs.
- 4.13.6 After the Integrated Health Services Delivery Model has been implemented, the Contractor shall notify TennCare in writing of substantive changes to its Nurse Care Management Staffing Plan, including a variance of twenty (20) percent or more from the Staffing Plan. TennCare may request changes in the Contractor's Nurse Care Management Staffing Plan at any time it determines that the Contractor does not have sufficient Nurse Care Management staff to properly and timely perform its obligations under this Contract.
- 4.13.7 The Contractor shall establish a system to assign Nurse Care Managers and to notify the member of their assigned Nurse Care Manager's name and contact information.
- 4.13.8 Nurse Care Managers shall be physically located within each Grand Region of the State to ensure proximity to the member and care providers. The Contractor shall ensure at least one (1) supervisor of Nurse Care Managers is located in each Grand Region. The Contractor shall report the location of each nurse care manager upon request.
- 4.13.9 The Contractor shall ensure that members have a dedicated toll-free telephone number to contact regarding physical or Behavioral Health Services, which shall be staffed by dedicated customer service representatives. The Contractor shall facilitate transfer (without having to disconnect or place a second call) to a member's Nurse Care Manager or a member of their Care Management Support Team (if applicable) during normal business hours. If the member's Nurse Care Manager or a member of the member's Care Management Support Team is not available, the call shall be answered by another qualified staff person in the Nurse Care

Management unit. The Contractor shall also ensure access to after-hours assistance for members with urgent physical or behavioral health questions or concerns.

- 4.13.10 The Contractor shall permit members to change to a different Nurse Care Manager if the member desires and there is an alternative Nurse Care Manager available. Such availability may take into consideration the Contractor's need to efficiently deliver Nurse Care Management in accordance with requirements specified herein, including for example, the assignment of a Nurse Care Managers based on the geographic area in which members reside.
- 4.13.11 In order to ensure quality and continuity of care, the Contractor shall make efforts to minimize the number of changes in the Nurse Care Manager assigned to a member. Circumstances in which a Contractor-initiated change in Nurse Care Managers may be appropriate include, but are not limited to, the following:
  - 4.13.11.1 The Nurse Care Manager is no longer employed by the Contractor;
  - 4.13.11.2 The Nurse Care Manager has a conflict of interest and cannot serve the member;
  - 4.13.11.3 The Nurse Care Manager is on temporary leave from employment; and
  - 4.13.11.4 Nurse Care Manager caseloads must be adjusted due to the size or intensity of an individual Nurse Care Manager's caseload.
- 4.13.12 The Contractor shall develop policies and procedures regarding notice to members of Nurse Care Manager changes initiated by either the Contractor or the member, including advance notice of planned Nurse Care Manager changes initiated by the Contractor.
- 4.13.13 The Contractor shall ensure continuity of care when Nurse Care Manager changes are made whether initiated by the member or by the Contractor. The Contractor shall demonstrate use of best practices by encouraging newly assigned Nurse Care Managers to attend a face-to-face transition visit with the member and the out-going Nurse Care Manager when possible.

#### **A.4.14 NURSE CARE MANAGER TRAINING**

- 4.14.1 The Contractor shall provide competency-based initial training to newly hired Nurse Care Managers and competency-based ongoing training at least annually to all Nurse Care Managers and Supervisors. Competency-based training shall also be provided to all Nurse Care Managers newly hired for or transitioning to the Katie Beckett Program. Initial training topics shall include at a minimum:
  - 4.14.1.1 The Integrated Health Services Delivery Model;
  - 4.14.1.2 Covered benefits for TennCare Select Members;
  - 4.14.1.3 Covered benefits for TennCare SelectCommunity Members enrolled in the Katie Beckett Program;

- 4.14.1.4 Section 1915 (c) Waiver Programs for Persons with Intellectual Disabilities, including covered benefits and Independent Support Coordination or Case Management, as applicable;
- 4.14.1.5 Medicare benefits for dual eligible (i.e., Medicare/Medicaid) members;
- 4.14.1.6 Coordination of care among programs, payors, and providers;
- 4.14.1.7 The Medical Home;
- 4.14.1.8 Conducting a comprehensive assessment of physical and behavioral health needs, and development and implementation of an Integrated Plan of Health Care or Person-Centered Support Plan;
- 4.14.1.9 Development and implementation of back-up plans for home health and private duty nursing services;
- 4.14.1.10 How to immediately identify and address service gaps;
- 4.14.1.11 Conducting a home visit and use of the monitoring checklist;
- 4.14.1.12 Management of critical transitions (including hospital discharge planning);
- 4.14.1.13 Intellectual Disabilities;
- 4.14.1.14 Physical Disabilities;
- 4.14.1.15 Physical and behavioral health issues common in occurrence and nursing procedures frequently required for persons with intellectual disabilities;
- 4.14.1.16 Population Health;
- 4.14.1.17 Identification and management of behavioral health conditions;
- 4.14.1.18 Evaluation and management of physical and behavioral health risks;
- 4.14.1.19 Advance directive and end of life care;
- 4.14.1.20 HIPPA;
- 4.14.1.21 Cultural competency; and
- 4.14.1.22 Disaster planning.

#### **A.4.15 NURSE CARE MANAGEMENT MONITORING**

- 4.15.1 The Contractor shall develop a comprehensive program for monitoring, on an ongoing basis, the effectiveness of its Nurse Care Management processes for individuals with I/DD and for children enrolled in Katie Beckett Part A. The Contractor shall immediately remediate all individual findings identified through its monitoring process and shall also track and trend such

findings and remediations to identify systemic issues of poor performance and/or non-compliance, implement strategies to improve care coordination processes and resolve areas of non-compliance, and shall measure the success of such strategies in addressing identified issues. At a minimum, the Contractor shall ensure that:

- 4.15.1.1 Needs assessments and reassessment, as applicable, occur on schedule and identify members' physical and behavioral health needs and for children in Katie Beckett Part A, long-term services and supports needs;
- 4.15.1.2 Integrated Plans of Health Care or for children enrolled in Katie Beckett Part A, person- and family-centered plans of care are developed and updated on schedule and in compliance with this Contract;
- 4.15.1.3 Plans of Health Care for individuals with I/DD reflect physical and behavioral health needs identified in the assessment and reassessment processes;
- 4.15.1.4 Person- and family-centered plans of care for children in Katie Beckett Part A reflect physical and behavioral health needs and long-term services and supports needs identified in the assessment and reassessment processes;
- 4.15.1.5 Integrated Plans of Health Care are appropriate and adequate to address members' physical and behavioral health needs;
- 4.15.1.6 Person- and family-centered plans of care for children in Katie Beckett Part A are appropriate and adequate to address children's physical and behavioral health needs and long-term services and supports needs;
- 4.15.1.7 Services are delivered as specified in the Integrated Plan of Health Care or person- and family-centered plan of care, as applicable, and authorized by the Contractor;
- 4.15.1.8 Services are delivered in a timely manner;
- 4.15.1.9 Service utilization is appropriate;
- 4.15.1.10 Service gaps are identified and addressed in a timely manner;
- 4.15.1.11 Minimum Nurse Care Manager contacts are conducted; and,
- 4.15.1.12 Nurse Care Manager-to-member ratios are appropriate.

#### **A.4.16 CARE MANAGEMENT SYSTEM**

- 4.16.1 The Contractor shall develop and maintain an electronic care management system that includes the functionality to ensure compliance with all requirements specified in this Contract, and in TennCare policies and protocols, including but not limited to the following:
  - 4.16.1.1 The ability to capture and track key dates and time frames specified in this Contract, e.g., as applicable, date of enrollment into TennCare Select and the Integrated Health Services



Delivery Model, date of Nurse Care Manager assignment and notification to the member, date of the face-to-face assessment; date of completion of the individualized, Integrated Plan of Health Care or person- and family-centered plan of care, as applicable; date of authorization and initiation of services specified in the Integrated Plan of Health Care or person- and family-centered plan of care, as applicable, date of each reassessment, and the date of each update to the Integrated Plan of Health Care or person- and family-centered plan of care, as applicable;

- 4.16.1.2 The ability to capture and track compliance with minimum Nurse Care Manager contacts as specified in this Contract;
- 4.16.1.3 The ability to track and notify the Nurse Care Manager regarding key dates, e.g., date for minimum Nurse Care Manager contacts; date for annual reassessment of needs; including, for the purposes of reassessments, the ability to track and calculate when a member disenrolls from the Integrated Health Services model and re-enrolls within thirty (30) or less days;
- 4.16.1.4 The ability to capture and track needs assessments and reassessments;
- 4.16.1.5 The ability to capture and monitor the Integrated Plan of Health Care or person- and family-centered plan of care, as applicable;
- 4.16.1.6 The ability to track requested and approved service authorizations, including any services provided as a cost-effective alternative to other covered services;
- 4.16.1.7 The ability to establish a schedule of home health, private duty nursing and/or occupational, physical or speech therapy services for each member which identifies the time at which each service is needed and the amount, frequency, duration and scope of each service;
- 4.16.1.8 The ability to track service delivery against authorized services and providers;
- 4.16.1.9 The ability to track actions taken by the Nurse Care Manager to immediately address service gaps; and
- 4.16.1.10 The ability to document case notes relevant to the provision of care coordination.

#### **A.4.17 TENNCARE SELECT PROVIDER NETWORK**

- 4.17.1 The Contractor shall utilize the TennCare Select provider network to deliver services to participants in the Integrated Health Services Delivery Model.
- 4.17.2 The Contractor shall recruit and contract with an adequate number of providers to meet the needs of all TennCare Select Members (as set forth in this Contract), including participants in the Integrated Health Services Delivery Model with I/DD and children enrolled in Katie Beckett Part A.

- 4.17.2.1 For children enrolled in Katie Beckett Part A, this shall include ensuring and monitoring timely access to pediatric specialists, subspecialists, ancillary therapists, home health and private duty nursing, and specialized equipment and supplies;
- 4.17.2.1.1 The Contractor shall ensure access to specialists with pediatric expertise for children where the need for pediatric specialty care is significantly different from the need for adult specialists (e.g. a pediatric cardiologist for children with congenital health defects). The Contractor must ensure that children in Katie Beckett Part A have access, when needed, to pediatric subspecialty care in a wide range of fields through participation agreements and single case agreements and other provider arrangements and procedures for accessing non-participating children's hospitals and pediatric subspecialty providers, particularly when a child enrolled in Katie Beckett Part A has a pre-existing relationship with that provider
- 4.17.2.1.2 The Contractor shall utilize satellite programs, electronic communications, and telemedicine to enhance access to specialty care and regional pediatric Centers of Excellence and other multidisciplinary teams of pediatric specialty providers, and to help develop statewide capacity and expertise in serving children with complex medical needs and disabilities.
- 4.17.2.1.3 The parent(s) or other legal guardian of a child enrolled in Katie Beckett Part A shall be permitted to access second opinions from qualified health care providers when appropriate 4.17.2.2. The Contractor shall ensure access to all covered medically necessary services, including services for the prevention, diagnosis, and treatment of the child's disease, condition, and/or disorder that results in health impairments and/or disability; the ability for the child to achieve age-appropriate growth and development; the ability for the child to attain, maintain, and retain functional capacity; and the opportunity for the child to have access to the benefits of community living, to achieve person centered goals, and to plan and prepare for the child's transition to employment and community living with as much independence as possible upon becoming an adult.
- 4.17.2.2 The Contractor's authorization processes shall take into account the unique needs of children with complex medical conditions and disabilities enrolled in Katie Beckett Part A and shall simplify these processes as needed to ensure timely access to needed care.
- 4.17.3 The Contractor shall have adequate HCBS provider capacity to meet the needs of each and every child in Katie Beckett Part A and to provide authorized Katie Beckett Part A wraparound HCBS within the time frame prescribed in Section 4.6.11 of this Contract. This includes initiating Katie Beckett Part A wraparound HCBS in the child's plan of care within the time frames specified in this Contract and continuing services in accordance with the child's plan of care, including the amount, frequency, duration and scope of each service in accordance with schedule at which such services are needed.
- 4.17.4 The Contractor's network must have adequate capacity to deliver covered physical and Behavioral Health Services that meet the needs of persons with I/DD and children with

complex medical needs and disabilities enrolled in Katie Beckett Part A. Indicators of an adequate network include, but are not limited to:

- 4.17.4.1 The Contractor meets guidelines established in this Contract for a provider network.
- 4.17.4.2 The Contractor has sufficient types and numbers of providers to be able to consistently deliver services in a timely manner; and
- 4.17.4.3 The Contractor has within its network specialized health providers with sufficient expertise to deliver covered physical and behavioral health needed by persons with I/DD and children with complex medical needs and disabilities enrolled in Katie Beckett Part A.
- 4.17.5 The Contractor shall, within the TennCare Select network, identify and/or recruit and contract with physical and behavioral health care providers, in particular PCPs, who have the qualifications, capabilities and resources to work with persons with I/DD and children with complex medical needs and disabilities enrolled in Katie Beckett Part A.
- 4.17.6 Such PCPs shall be identified as providers in a special primary care network for TennCare Select members in the Integrated Health Services Delivery Model that is modeled on the TennCare Select BPN network for children in state custody; however, members of the Integrated Health Services Delivery Model shall be permitted to utilize TennCare Select Network providers outside the special primary care network.
- 4.17.7 The Contractor is permitted to offer PCPs an additional per member per month fee if necessary to recruit the requisite number of providers or providers with the right expertise in serving individuals with I/DD and children with complex medical needs and disabilities enrolled in Katie Beckett Part A and cause them to undertake the responsibilities associated with caring for members of the Integrated Health Services Delivery Model. These responsibilities will be reflected in the provider agreement between the Contractor and any PCP who is offered and accepts the additional per member per month fee.
- 4.17.8 The Contractor shall develop policies and procedures for assigning participants in the Integrated Health Services Delivery Model to PCPs with I/DD expertise or expertise in serving children with complex medical needs and disabilities, as applicable.
- 4.17.9 The Contractor shall implement, distribute and train and monitor PCPs and specialists regarding the use of best practice guidelines for acute and chronic conditions common to persons with I/DD and to children with complex medical needs and disabilities.
- 4.17.10 The Contractor shall provide training opportunities for PCPs and other providers regarding the unique needs of persons with I/DD, the unique needs of children with complex medical needs and disabilities and their families, and how to improve the quality of service delivery, and effective collaboration with family members and conservators.

#### **A.4.18 KATIE BECKETT PART A PREMIUMS AND PREMIUM ASSISTANCE**

- 4.18.1 The Contractor shall be responsible for collection of all Katie Beckett Part A premiums on behalf of TennCare.
- 4.18.1.1 TennCare will determine the monthly Katie Beckett Part A premium amount and notify the Contractor.
- 4.18.1.2 Upon notification from TennCare and before the child can be enrolled into Katie Beckett Part A, the Contractor shall collect the first month's premium and shall obtain authorization for monthly electronic funds transfer (EFT) payments from the child's parent(s) or other legal guardian.
- 4.18.1.3 The Contractor shall notify TennCare in a form and format developed by TennCare when the initial premium payment is made and monthly EFT arrangements are complete.
- 4.18.1.4 Monthly premiums will be paid via EFT. If the EFT for payment of monthly premiums fails, the Contractor shall notify TennCare. The Contractor shall also issue a notification to the child's parent(s) or other legal guardian detailing the amounts due and the due date.
- 4.18.1.5 The Contractor shall suspend all Katie Beckett Part A benefits, including all physical and behavioral health and wraparound HCBS, upon notification from TennCare based on premium arrearage.
- 4.18.2 The Contractor shall be responsible for managing premium assistance when authorized by TennCare for a child enrolled in Katie Beckett Part A that would otherwise meet hardship requirements.
- 4.18.2.1 TennCare will calculate the maximum monthly amount of premium assistance that is approved for the child. TennCare will send notification of the maximum amount of premium assistance to the child's parent(s) or other legal guardian and the Contractor.
- 4.18.2.2 The Contractor shall obtain proof of payment of the premium for the child each month from the parent(s) or other legal guardian.
- 4.18.2.3 Once proof of payment is received by the Contractor, the Contractor shall validate the premium payment, calculate the child's portion, using a formula provided by TennCare, as applicable, and send an authorization for reimbursement to the State's contracted Fiscal Employer Agent (FEA). The authorization shall detail the amount of reimbursement to be paid to the child's parent(s) or other legal guardian by the FEA. This amount cannot exceed the maximum amount of premium assistance calculated by TennCare or the actual amount paid for the child's coverage for that month.
- 4.18.2.4 The Contractor shall provide TennCare a monthly premium assistance expenditure report which details the total amount of premium assistance authorized which should never be more than the total maximum amount communicated by TennCare.

#### **A.4.19 ANNUAL REVIEW OF FINANCIAL AND MEDICAL ELIGIBILITY FOR CHILDREN ENROLLED IN KATIE BECKETT PART A**

- 4.19.1 In the manner prescribed by TennCare, the Contractor shall conduct a level of care reassessment for each child enrolled in Katie Beckett Part A at least once every three hundred and sixty-five (365) days and within five (5) business days of the Contractor's becoming aware that the child's functional or medical status has changed in a way that may affect level of care eligibility.
- 4.19.1.1 If the level of care assessment indicates a change in the level of care, or if the assessment was prompted by a request by the child's parent(s) or other legal guardian, the level of care shall be forwarded to TennCare within five (5) business days of the reassessment for determination;
- 4.19.1.2 If the level of care assessment indicates no change in level of care, the Contractor shall document the date the level of care assessment completed in the child's file; any level of care assessments prompted by a request for a change in level of services shall be submitted to TennCare for determination.
- 4.19.2 The Contractor shall provide outreach and assistance as directed by TennCare to assist the parent(s) or other legal guardian of a child enrolled in Katie Beckett Part A in completing eligibility redetermination. The Contractor shall be responsible only for the provision of assistance as needed by the child's parent(s) or other legal guardian, which may include assistance in submitting the information to TennCare, in accordance with guidance provided by TennCare. The child's parent(s) or other legal guardian is responsible for actions required to establish continued eligibility for the program.
- 4.19.3 Once a child in Part A turns eighteen (18) years of age, the Contractor shall offer and provide assistance to the child's and to the child's parent(s) or other legal guardian in applying for SSI, as needed, and in establishing eligibility in another Medicaid eligibility category.
- 4.19.4 If a child in Part A is no longer eligible for Part A but is eligible in another eligibility category, the Contractor shall assist with a seamless transition of the child, including transition to a new MCO, as applicable.
- 4.19.5 Nurse Care Managers shall provide information and assistance to the transitioning child and their families in accessing other services that may help support a successful transition into adulthood (e.g., Peer Mentor and Self-Advocacy programs), and with partnering with other systems, including the Local Education Authority, Division of Vocational Rehabilitation Services, etc., to coordinate and facilitate planning and readiness for transition to adulthood.

#### **A.4.20 CONSUMER DIRECTION OF ELIGIBLE KATIE BECKETT HCBS**

- 4.20.1 General
- 4.20.1.1 The Contractor shall offer consumer direction of eligible Katie Beckett HCBS to all Katie Beckett Part A members who are determined by a nurse care manager, through the person-

and family-centered needs assessment/reassessment and planning process, to need respite, supportive home care, community transportation and/or any other service specified in TennCare rules and regulations as available for consumer direction. A service that is not specified in TennCare rules and regulations as available for consumer direction or that is not a Katie Beckett Part A HCBS shall not be consumer directed. Home health and private duty nursing shall not be consumer directed. Consumer direction in Katie Beckett affords the parent(s) or other legal guardian of a child enrolled in Katie Beckett Part A the opportunity to have choice and control over how eligible Katie Beckett HCBS are provided, who provides the services and how much workers are paid for providing care, up to a specified maximum amount established by TennCare. Participation in consumer direction of eligible Katie Beckett HCBS is voluntary. The child's parent(s) or other legal guardian may elect, on behalf of the child, to participate in or withdraw from consumer direction of eligible Katie Beckett HCBS at any time, service by service, without affecting the child's enrollment in the Katie Beckett program. To the extent possible, the child's parent(s) or other legal guardian shall provide the child's nurse care manager ten (10) days advance notice regarding their intent to no longer direct one or more eligible Katie Beckett HCBS or to withdraw from participation in consumer direction of eligible Katie Beckett HCBS entirely. The Contractor shall respond to the request in keeping with the time frames and processes set forth in this Section, in order to facilitate a seamless transition to appropriate service delivery. TennCare may establish reasonable limitations on the frequency with which the child's parent(s) or other legal guardian, acting on behalf of the child, may opt into and out of consumer direction of eligible Katie Beckett HCBS.

4.20.1.2 Consumer direction is a process by which eligible Katie Beckett HCBS are delivered; it is not a service. If a child's parent(s) or other legal guardian chooses not to direct their child's care, the child shall receive authorized Katie Beckett HCBS through contract providers. While the denial of a parent or other legal guardian's request, on behalf of a child enrolled in Katie Beckett Part A, to participate in consumer direction or the termination of participation in consumer direction gives rise to due process including the right to fair hearing, such appeals shall be processed by the TennCare Division of Long-Term Services and Supports rather than the TennCare Solutions Units, which manages medical appeals pertaining to TennCare benefits (i.e., services).

4.20.1.3 A child's parent(s) or other legal guardian who elects on behalf of the child to participate in consumer direction of eligible Katie Beckett HCBS must agree to serve as the employer of record of the workers who will provide the child's care, or may in limited circumstances, designate a representative to serve as the employer of record on their behalf. As the employer of record the parent(s) or other legal guardian or their representative is responsible for the following:

4.20.1.3.1 Recruiting, hiring and firing workers;

4.20.1.3.2 Determining workers' duties and developing job descriptions;

4.20.1.3.3 Scheduling workers;

- 4.20.1.3.4 Supervising workers;
- 4.20.1.3.5 Evaluating worker performance and addressing any identified deficiencies or concerns;
- 4.20.1.3.6 Setting wages from a range of rates established by TennCare;
- 4.20.1.3.7 Training workers to provide personalized care based on the member's needs and preferences;
- 4.20.1.3.8 Ensuring that workers deliver only those services authorized, and reviewing and approving hours worked by consumer-directed workers;
- 4.20.1.3.9 Reviewing and ensuring proper documentation for services provided;
- 4.20.1.3.10 Ensuring workers are trained on and properly using the Electronic Verification Visit System (EVV) for checking in and checking out of visits; and
- 4.20.1.3.11 Developing and implementing as needed a back-up plan to address instances when a scheduled worker is not available or fails to show up as scheduled.

#### 4.20.2 Representative for Consumer Direction

- 4.20.2.1 Generally, the parent(s) or other legal guardian of a child enrolled in Katie Beckett Part A shall be the child's representative for consumer direction. In limited circumstances, the child's parent(s) or other legal guardian may designate, a representative to assume the consumer direction responsibilities on their behalf. A representative shall meet, at minimum the following requirements: be at least eighteen (18) years of age, have a personal relationship with the member and understand their support needs; knows the member's daily schedule and routine, medical and functional status, medication regimen, likes and dislikes, and strengths and weaknesses; and be physically present in the member's residence on a regular basis or at least at a frequency necessary to supervise and evaluate each worker.
- 4.20.2.2 The member's nurse care manager/care coordination team shall verify that a representative meets the qualifications as described above.
- 4.20.2.3 A member's parent(s) or other legal guardian or in limited circumstances, another representative shall not receive payment for serving in this capacity and shall not serve as the member's worker for any consumer directed service. The Contractor shall use a representative agreement developed by TennCare to document a member/legal guardian's choice of a representative for consumer direction of eligible Katie Beckett HCBS and the representative's contact information, and to confirm the individual's agreement to serve as the representative and to accept the responsibilities and perform the associated duties defined therein. The Contractor shall notify the FEA within three (3) business days when it becomes aware of any changes to a representative's contact information.

4.20.2.4 In a limited circumstances where a representative other than the child's parent(s) or other legal guardian is permitted, a representative agreement shall be signed by the parent(s) or other legal guardian and the representative in the presence of the nurse care manager. The nurse care manager shall include the representative agreement in the member's file and provide copies to the parent(s) or other legal guardian, the representative and the FEA.

4.20.2.5 A child's parent(s) or other legal guardian may change their representative at any time. The parent(s) or other legal guardian shall immediately notify the child's nurse care manager and the FEA when he/she intends to change representatives. The nurse care manager shall verify that the new representative meets the qualifications as described above. A new representative agreement shall be completed and signed, in the presence of a nurse care manager, prior to the new representative assuming their respective responsibilities. The nurse care manager shall immediately notify the FEA in writing when a member changes their representative and provide a copy of the representative agreement. The Contractor shall facilitate a seamless transition to the new representative and ensure that there are no interruptions or gaps in services. As part of the person- and family-centered needs assessment and plan of care process, the care coordinator shall educate the parent(s) or other legal guardian about the importance of notifying the nurse care manager prior to changing a representative.

4.20.2.6 The FEA shall ensure that the new representative signs all service agreements.

#### 4.20.3 Fiscal Employer Agent (FEA)

4.20.3.1 The Contractor shall enter into a partnering agreement with the FEA specified by TennCare to provide assistance to members choosing consumer direction.

4.20.3.2 The FEA shall fulfill, at a minimum, the following financial administration and supports brokerage functions, as specified in the Contractor's contract with the FEA and the FEA's contract with TennCare, for all Katie Beckett Part A members electing consumer direction of eligible Katie Beckett HCBS:

4.20.3.2.1 Assign a supports broker to each Katie Beckett Part A member whose parent(s) or other legal guardian elects, on the child's behalf, to participate in consumer direction of eligible Katie Beckett HCBS. The supports broker shall be responsible for assisting the parent(s) or other legal guardian with enrollment into consumer direction and with the enrollment of new workers;

4.20.3.2.2 Notify the member's nurse care manager upon becoming aware of any additional risk associated with the member participating in consumer direction that may need to be addressed in the risk assessment and plan of care processes;

4.20.3.2.3 Provide initial and ongoing training to the child's parent(s) or other legal guardian and their representatives (as applicable) on consumer direction and other relevant issues;



- 4.20.3.2.4 Verify worker qualifications, including, as specified by TennCare, conduct background checks on workers, enroll workers into Medicaid, assign provider Medicaid ID numbers, and hold Medicaid provider agreements;
- 4.20.3.2.5 Provide initial and ongoing training to workers on consumer direction and other relevant issues;
- 4.20.3.2.6 Assist the child's parent(s) or other legal guardian and/or in limited circumstances, another representative in developing and updating service agreements;
- 4.20.3.2.7 Receive, review and process electronically captured visit information;
- 4.20.3.2.8 Resolve discrepancies regarding electronically captured visit information;
- 4.20.3.2.9 Develop and implement a process to support parent(s) or other legal guardian(s) or in limited circumstances, other representatives in ensuring that consumer directed workers maintain in the member's home (or alternative location or format approved by TennCare) documentation of service delivery to support payments for services provided through consumer direction, and periodically monitor such documentation;
- 4.20.3.2.10 Withhold, file and pay applicable: federal, state and local income taxes; employment and unemployment taxes; and worker's compensation;
- 4.20.3.2.11 Pay workers for authorized services rendered within authorized time frames;
- 4.20.3.2.12 Facilitate resolution of any disputes regarding payment to workers for services rendered; and
- 4.20.3.2.13 Notify the Contractor within no more than twenty-four (24) hours of identification of critical incidents.
- 4.20.3.3 The FEA shall also fulfill, at a minimum, the following financial administration and supports brokerage functions for Katie Beckett members electing consumer direction of eligible Katie Beckett HCBS on an as needed basis:
  - 4.20.3.3.1 As needed, assist the child's parent(s) or other legal guardian or in limited circumstances, another representative in developing job descriptions;
  - 4.20.3.3.2 As needed, assist the child's parent(s) or other legal guardian or in limited circumstances, another representative in locating and recruiting workers;
  - 4.20.3.3.3 As needed, assist the child's parent(s) or other legal guardian or in limited circumstances, another representative in interviewing workers (developing questions, evaluating responses);
  - 4.20.3.3.4 Assist the child's parent(s) or other legal guardian or in limited circumstances, another representative in developing (as part of the onboarding process for new workers) a schedule for the member's workers that comports with the schedule at which services are needed by the member as reflected in the plan of care;

- 4.20.3.3.5 Assist the child's parent(s) or other legal guardian or in limited circumstances, another representative in managing and monitoring payments to workers; and
- 4.20.3.3.6 Assist the child's parent(s) or other legal guardian or in limited circumstances, another representative in identification and training of new workers to include training on EVV use and requirements, as needed.
- 4.20.4 The Contractor's nurse care management functions shall not duplicate the support brokerage functions performed by the FEA or its subcontractor. A member's nurse care manager shall be responsible for monitoring the member's services through consumer direction.
- 4.20.5 The Contractor's partnership agreement with the FEA shall include the provisions specified by TennCare in the model Contractor-FEA partnership agreement.
- 4.20.6 The Contractor in collaboration with the FEA shall establish an electronic process that allows for the efficient exchange of all relevant member information regarding members electing to participate in consumer direction between the Contractor and the FEA.
- 4.20.7 The Contractor and FEA shall develop a protocol for interfaces and transfers of customer service inquiries.
- 4.20.8 The Contractor shall provide to the FEA copies of all relevant initial and updated member documents, including at a minimum, plans of care, and risk agreements. The Contractor shall provide to the FEA all relevant documentation at the time of referral.
- 4.20.9 The Contractor shall ensure that the member, their legal guardian and/or representative, utilize the EVV system for consumer directed supportive home care or respite services. The Contractor and the FEA shall ensure the member, their legal guardian and/or representative, understand that failure to utilize the EVV system, as required, may result in exclusion from consumer directed services.
- 4.20.10 The FEA shall be responsible for screening monthly to determine if workers have been excluded from participation in Medicare, Medicaid SCHIP, or any Federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded. If a worker has been excluded, the FEA shall notify the child's parent(s) or other legal guardian regarding the worker's status and work with the parent(s) or other legal guardian to find a replacement worker. The FEA shall notify the Contractor regarding the worker status. The Contractor shall work with the parent(s) or other legal guardian to obtain a replacement contract provider until a replacement worker can be found and all worker requirements are fulfilled and verified, unless such replacement is explicitly rejected by the parent(s) or other legal guardian, which shall be documented and signed in writing by the parent(s) or other legal guardian.
- 4.20.11 FEA Training

- 4.20.11.1 The Contractor shall provide education and training to the FEA and its staff and subcontracted supports brokers (as applicable) regarding key requirements of this Contract and the partnership agreement between the Contractor and the FEA.
- 4.20.11.2 The Contractor shall provide to the FEA, in electronic format (including but not limited to, CD or access via a web link), a member handbook and updates thereafter annually or any time material changes are made.
- 4.20.11.3 The Contractor shall conduct initial education and training to the FEA and its staff at least thirty (30) days prior to enrolling members in Part A of the Katie Beckett Program This education and training shall include, but not be limited to, the following:
  - 4.20.11.3.1 The role and responsibilities of the nurse care manager, including as it relates to members electing to participate in consumer direction;
  - 4.20.11.3.2 Katie Beckett Needs Assessment and care planning development, implementation, and monitoring processes, including the development and activation of a back-up plan for members participating in consumer direction;
  - 4.20.11.3.3 The FEA's responsibilities for communication with the Contractor, parent(s) or other legal guardian, or in limited circumstances and other representative and workers and TennCare, and the process by which to do this;
  - 4.20.11.3.4 Customer service requirements;
  - 4.20.11.3.5 Requirements and processes regarding referral to the FEA;
  - 4.20.11.3.6 Requirements and processes, including time frames for authorization of consumer directed HCBS;
  - 4.20.11.3.7 Requirements and processes, including time frames, for claims submission and payment and coding requirements;
  - 4.20.11.3.8 Systems requirements and information exchange requirements;
  - 4.20.11.3.9 Requirements regarding the EVV system;
  - 4.20.11.3.10 Requirements and the role and responsibility regarding abuse and neglect plan protocols, and critical incident reporting and management;
  - 4.20.11.3.11 The FEA's role and responsibility in implementing the Contractor's fraud and abuse plan;
  - 4.20.11.3.12 Katie Beckett program quality requirements; and
  - 4.20.11.3.13 The Contractor's member complaint and appeal processes.

- 4.20.11.4 The Contractor shall provide ongoing FEA education, training, and technical assistance as deemed necessary by the Contractor or TennCare in order to ensure compliance with this Contract and the contract between the Contractor and the FEA.
- 4.20.11.5 The FEA shall provide training to the Contractor's nurse care managers regarding consumer direction of eligible Katie Beckett HCBS and the role and responsibilities of the FEA (including financial administration and supports brokerage functions).
- 4.20.12 Needs Assessment/Plan of Care Process
- 4.20.12.1 The parent(s) or other legal guardian of a Katie Beckett, Part A, member may choose to direct eligible Katie Beckett HCBS at any time: during Katie Beckett intake, through the person- and family-centered needs assessment/reassessment and plan of care and plan of care update processes; and outside of these processes. The nurse care manager shall assess the member's needs for eligible Katie Beckett HCBS. The nurse care manager shall use the person- and family-centered plan of care process (including updates) to identify the eligible services that the member's parent(s) or other legal guardian will direct and to facilitate in consumer direction of eligible Katie Beckett HCBS.
- 4.20.12.2 The Contractor shall obtain from the member's parent(s) or other legal guardian a signed statement regarding their decision on the member's behalf to participate in consumer direction of eligible Katie Beckett HCBS.
- 4.20.12.2.1 The nurse care manager shall assist the child's parent(s) or other legal guardian in identifying which of the needed eligible Katie Beckett HCBS shall be consumer directed, provided by contract providers or a combination of both, in which case, there must be a set schedule which clearly defines when contract providers will be utilized. The Contractor shall not be expected or required to maintain contract providers "on standby" to serve in a back-up capacity for services a child's parent(s) or other legal guardian has elected to receive through consumer direction.
- 4.20.12.3 If the child's parent(s) or other legal guardian intends to direct one or more needed eligible Katie Beckett HCBS, throughout the period of time that consumer direction is being initiated, the Contractor shall arrange for the provision of needed Katie Beckett HCBS through contract providers. The nurse care manager shall obtain from the child's parent(s) or other legal guardian their choice of contract providers who will provide Katie Beckett HCBS until such time as workers are secured and ready to begin delivering care through consumer direction.
- 4.20.12.3.1 If a child's parent(s) or other legal guardian electing to participate in consumer direction refuses to receive eligible Katie Beckett HCBS from contract providers while services are initiated through consumer direction, the decision must be documented on a signed and dated Consumer Direction participation Form. The Contractor shall not encourage a child's parent(s) or other legal guardian to forego receipt of eligible Katie Beckett HCBS from contract providers while these HCBS are being initiated through consumer direction.

- 4.20.12.3.2 If eligible Katie Beckett HCBS are not initiated within sixty (60) days following the referral to the FEA, the Contractor shall notify the child's parent(s) or other legal guardian that eligible Katie Beckett HCBS must be initiated by contract providers. Even if services are initiated by contract providers, if consumer directed services are not initiated within ninety (90) days of the FEA referral, the Contractor shall assess whether consumer direction is appropriate for the member at this time or whether the member should be disenrolled from consumer direction. Disenrollment from consumer direction does not preclude the child's parents or other legal guardian from initiating consumer directed services on the child's behalf at a later point.
- 4.20.12.4 The Contractor shall be responsible for providing all needed eligible Katie Beckett HCBS using contract providers, including a back-up plan for such services, until all necessary requirements have been fulfilled in order to implement consumer direction of eligible Katie Beckett HCBS, including but not limited to: the FEA verifies that workers for these services meet all necessary requirements; service agreements are completed and signed; and authorizations for consumer directed services are in place. The Contractor, in conjunction with the FEA, shall facilitate a seamless transition between contract providers and workers and ensure that there are no interruptions or gaps in services.
- 4.20.12.5 In the limited circumstance where the representative is not the child's parent(s) or other legal guardian, the member's nurse care manager shall ensure that any other person identified to serve as the representative meets all qualifications and that a representative agreement is completed and signed by the member and the person prior to forwarding a referral to the FEA.
- 4.20.12.6 Within two (2) business days of the parent or guardian completing the child assessment instrument and representative agreement, the Contractor shall forward to the FEA a referral initiating the member's participation in consumer direction of eligible Katie Beckett HCBS. The referral shall include at a minimum: the date of the referral; the member's name, address, telephone number, and social security number (SSN); the name of the representative and telephone number (if applicable); member's MCO ID number; member's Katie Beckett enrollment date; eligible selected HCBS, including amount, frequency and duration of each by type; and care coordinator's name and contact information. The Contractor shall also forward to the FEA a copy of the written confirmation of the member's decision to participate in consumer direction of eligible Katie Beckett HCBS, the signed POC, and the representative agreement, if applicable. Referrals shall be submitted electronically on a daily basis using the agreed upon data interface (either a standard electronic file transfer, the FEA's web portal technology or both) and process. Referrals shall be submitted on a member-by-member basis.
- 4.20.12.7 Within two (2) business days of receipt of the referral, the FEA shall assign a supports broker to the member, notify the nurse care manager of the assignment and provide the name and contact information of the supports broker.

4.20.12.8 Within five (5) days of receipt of the referral, the FEA shall contact the member or their legal guardian to inform the member of their assigned supports broker, provide contact information for the supports broker, and to begin the process of initiating consumer direction of eligible Katie Beckett HCBS.

4.20.12.9 Back-up Plan for Consumer Direction and Updated Risk Assessment/Risk Agreement

4.20.12.9.1 The member/legal guardian/representative (as applicable) shall have primary responsibility for the development and implementation of the back-up plan for consumer directed services. The FEA shall assist the member/legal guardian/representative as needed in developing and verifying the initial back-up plan for consumer direction that adequately identifies how the member/legal guardian/representative will address situations when a scheduled worker is not available or fails to show up as scheduled. The nurse care manager shall assist the member as needed with implementing the back-up plan and shall update and verify the back-up plan annually and as needed.

4.20.12.9.2 The member/legal guardian/representative (as applicable) may not elect, as part of the back-up plan, to go without services.

4.20.12.9.3 The back-up plan for consumer direction shall include the names and telephone numbers of contacts (workers, agency staff, organizations, supports) for alternate care, the order in which each shall be notified and the services to be provided by contacts. Back-up contacts may include paid and unpaid supports; however, it is the responsibility of the member/legal guardian electing consumer direction and/or their representative to secure paid (as well as unpaid) back-up contacts who are willing and available to serve in this capacity. The Contractor shall not be expected or required to maintain contract providers “on standby” to serve in a back-up capacity for services a member has elected to receive through consumer direction.

4.20.12.9.4 All persons and/or organizations noted in the back-up plan for consumer direction shall be contacted by the member/legal guardian/representative to determine their willingness and availability to serve as back-up contacts. For the initial back-up plan, the FEA shall confirm with these persons and/or organizations their willingness and availability to provide care when needed, document confirmation in the member’s file and forward a copy of the documentation to the Contractor. The nurse care manager shall be responsible for updating and verifying the back-up plan on an ongoing basis.

4.20.12.9.5 The member’s nurse care manager shall integrate the member’s back-up plan for consumer-directed workers (including any updates thereto) into the member’s back-up plan for services provided by contract providers, as applicable, and the member’s plan of care. The nurse care manager shall review the back-up plan developed by the member, their legal guardian or their representative (as applicable) for consumer direction to determine its adequacy to address the member’s needs, and shall monitor for late and missed visits and to ensure that the back-up plan was implemented timely and that the member’s needs are being met.

- 4.20.12.9.6 The nurse care manager shall assist the member, their legal guardian or their representative (as applicable) in implementing the back-up plan for consumer direction as needed, monitor to ensure that the back-up plan is implemented and effectively working to meet the member's needs, and immediately address any concerns with the back-up plan or the member's care.
- 4.20.12.9.7 The nurse care manager shall assist the member, their legal guardian or their representative (as applicable) in reviewing and updating the back-up plan for consumer direction at least annually and as frequently as necessary, which shall include any time there are changes in the type, amount, duration, scope of eligible Katie Beckett HCBS or the schedule at which such services are needed, changes in workers (when such workers also serve as a back-up to other workers) and changes in the availability of paid or unpaid back-up workers to deliver needed care. As part of the annual review of the back-up plan, the member or their representative and the care coordinator shall confirm that each person specified in the back-up plan continues to be willing and available to serve as back-up workers to deliver needed care and to perform the tasks and functions needed by the member. Any updates to the back-up plan for consumer direction shall be provided to the FEA.
- 4.20.12.9.8 The FEA and the Contractor shall each file a copy of the back-up plan for consumer direction in the member's file.
- 4.20.12.9.9 The member's nurse care manager shall reassess the adequacy of the member's back-up plan for consumer direction on at least an annual basis which shall include any time there are changes in the type, amount, duration, scope of eligible Katie Beckett HCBS or the schedule at which such services are needed, changes in consumer-directed workers (when such workers also serve as a back-up to other workers) or changes in the availability of paid or unpaid back-up workers to deliver needed care.
- 4.20.12.9.10 The nurse care manager shall develop and/or update risk agreement which takes into account the member/legal guardian's decision to participate in consumer direction, and which identifies any additional risks associated with the member/legal guardian's decision to direct their services, the potential consequences of such risks, as well as measures to mitigate these risks. The member/legal guardian/representative shall participate in the process. The member's legal guardian and/or representative (if applicable) shall participate in the risk assessment process. The new or updated risk agreement shall be signed by the member/legal guardian or their representative (as applicable) and by the nurse care manager. The Contractor, member/representative and FEA shall receive a copy of the risk agreement. The Contractor and the FEA shall each file a copy of the risk agreement in the member's file.
- 4.20.12.9.11 The FEA shall notify the member's nurse care manager immediately if they become aware of changes in the member's needs and/or circumstances which warrant a reassessment of needs and/or risk, or changes to the plan of care or risk agreement.

- 4.20.12.9.12 The FEA shall assist the Contractor in identifying and addressing in the risk assessment and plan of care processes any additional risk associated with the member/legal guardian participating in consumer direction.
- 4.20.12.9.13 On an ongoing basis, the Contractor shall ensure that needs reassessments and updates to the plan of care occur. The nurse care manager shall ensure that the FEA is invited to participate in these meetings as appropriate.
- 4.20.12.10 Authorizations for Consumer Directed Services and Service Initiation
- 4.20.12.10.1 Consumer direction of eligible Katie Beckett HCBS shall not be initiated until all requirements are fulfilled including but not limited to the following: (1) the FEA verifies that the member's employer and related documentation is in order; (2) the FEA verifies that workers meet all qualifications, including participation in required training; (3) there is a signed service agreement specific to each individual worker; and (4) the Contractor issues to the FEA an authorization for consumer directed services for each service.
- 4.20.12.10.2 The FEA shall work with the member/legal guardian to determine the appropriate level of assistance necessary to recruit, interview and hire workers and provide the assistance.
- 4.20.12.10.3 Once potential workers are identified, the FEA shall verify that a potential worker meets all applicable qualifications.
- 4.20.12.10.4 The FEA shall ensure that a service agreement is signed between the member, their legal guardian or member's representative and their worker within five (5) business days following the FEA's verification that a worker meets all qualifications.
- 4.20.12.10.5 On a weekly basis the FEA shall update the member's nurse care manager of the status of completing required functions necessary to initiate consumer direction, including obtaining completed paperwork from the member/legal guardian/representative and obtaining workers for each identified consumer directed service and any anticipated time frames by which qualified workers shall be secured and consumer directed services may begin.
- 4.20.12.10.6 The provision of consumer directed services shall begin as soon as possible but no longer than sixty (60) days from the date of the Contractor's referral to the FEA, except due to circumstances beyond the control of the FEA. Prior to beginning the provision of consumer directed services, the FEA shall notify the Contractor that all requirements have been fulfilled, including verification of all worker qualifications, criminal background checks, signed service agreements, and that the member is ready to begin consumer direction of eligible Katie Beckett HCBS. Within two (2) business days of receipt of the notification from the FEA, the Contractor shall forward to the FEA an authorization for consumer directed services. Each authorization for consumer directed services shall include authorized service; authorized units of service, including



amount, frequency and duration and, as appropriate, the schedule at which services are needed; start and end dates; and service code(s). Authorized units of service in a service authorization should reflect the units of measure specified by TennCare for the benefit (e.g., visits, hours, days). The Contractor shall submit authorizations electronically on at least a daily basis using the agreed upon data interface (which may include a standard electronic file transfer, the FEA's web portal technology, the EVV system, or any combination thereof).

- 4.20.12.10.7 If initiation of consumer directed services does not begin within sixty (60) days from the date of the Contractor's referral to the FEA, the FEA shall contact the Contractor regarding the cause of the delay and provide appropriate documentation to demonstrate efforts to meet the time frame. The Contractor shall determine the appropriate next steps, including but not limited to whether additional time is needed or if the member is still interested in participating in consumer direction of eligible Katie Beckett HCBS.
- 4.20.12.10.8 Upon the scheduled start date of consumer directed services, the member's nurse care manager/care coordination team shall begin monitoring to ensure that services have been initiated and continue to be provided as authorized. This shall include ongoing monitoring via EVV to ensure that services are provided in accordance with the member's plan of care, including the amount, frequency, duration and scope of each service, in accordance with the member's service schedule. Upon the identification of any gaps in care, the member's care coordinator/care coordination team shall assist the member, their legal guardian or their representative as needed in implementing the member's back-up plan for consumer direction.
- 4.20.12.10.9 Within five (5) business days of the scheduled start date of consumer directed services as specified in the authorization of consumer directed services, a member of the care coordinator team shall contact the member, their legal guardian or their representative to confirm that services are being provided and that the member's needs are being met.
- 4.20.12.10.10 On an ongoing basis and in addition to requirements specified above:
- 4.20.12.10.10.1 The Contractor shall develop and forward to the FEA a new authorization for consumer directed services when the following occur: a change in the number of service units, or the frequency or duration of service delivery, or a change in the schedule at which services are needed; or a change in the services to be provided through consumer direction, including the provision of a new service through consumer direction or termination of a service through consumer direction.
- 4.20.12.11 Worker Qualifications
- 4.20.12.11.1 As prescribed in the FEA's contract with TennCare, the FEA shall ensure that workers meet all requirements prior to the worker providing services. The FEA shall ensure that workers: meet all TennCare established requirements for providers of comparable, non-consumer directed services; pass a background check which includes criminal background check (including fingerprinting), or, as an alternative, a background check

from a licensed private investigation company, verification that the person's name does not appear on the State abuse registry, verification that the person's name does not appear on the state and national sexual offender registries and licensure verification, as applicable; complete all required training, including the training specified in this Contract; complete all required applications to become a TennCare provider; sign an abbreviated Medicaid agreement; are assigned a Medicaid provider ID number; and sign a service agreement.

- 4.20.12.11.1.1 A member/their legal guardian cannot waive a background check for a potential worker. A background check may reveal a potential worker's past criminal conduct that may pose an unacceptable risk to the member. The following findings may place the member at risk and may result in a potential worker failing the background check, possibly disqualifying a person from serving as a worker:
- 4.20.12.11.1.2 Conviction of an offense involving physical, sexual or emotional abuse, neglect, financial exploitation or misuse of funds, misappropriation of property, theft from any person, violence against any person, or manufacture, sale, possession or distribution of any drug;
- 4.20.12.11.1.3 Entering of a plea of nolo contendere or when a jury verdict of guilty is rendered but adjudication of guilt is withheld with respect to a crime reasonably related to the nature of the position sought or held;
- 4.20.12.11.1.4 Identification on the abuse registry;
- 4.20.12.11.1.5 Identification on the state or national sexual offender registry;
- 4.20.12.11.1.6 Failure to have a required license; and
- 4.20.12.11.1.7 Refusal to cooperate with a background check.
- 4.20.12.11.2 If a potential worker fails the background check, the potential worker may request an individualized assessment that will be conducted by the member with the help of the FEA. The individualized assessment process will help determine whether the potential worker may be excluded because of past criminal conduct. The individualized assessment will provide the potential worker with notice that he/she has been screened out because of criminal conduct and provide an opportunity for the potential worker to explain why the exclusion should not be applied to their circumstances. The member/their legal guardian, with the assistance of the FEA will consider the following factors:
  - 4.20.12.11.2.1 Whether or not the evidence gathered during the potential worker's individualized assessment shows that the criminal conduct is related to the job in such a way that could place the member at-risk;

- 4.20.12.11.2.2 The nature and gravity of the offense or conduct, such as whether the offense is related to physical or sexual or emotional abuse of another person, if the offense involves violence against another person or the manufacture, sale or distribution of drugs; and
- 4.20.12.11.2.3 The time that has passed since the offense or conduct and/or completion of the sentence.
- 4.20.12.11.3 After considering the individualized assessment and any other evidence submitted by the potential worker, the member can decide not to hire the potential worker or may request from TennCare an exception to the potential worker's possible disqualification.
- 4.20.12.11.3.1 TennCare approved exceptions to a potential worker's disqualification shall only be effective for a maximum of one (1) year from the approval date and may be revoked if the member is at-risk. The member is responsible for requesting a renewal of the worker's exception to disqualification and the FEA shall assist the member with that request. Renewals shall follow the exception to disqualification process.
- 4.20.12.11.4 Workers are not required to be contract providers. The Contractor shall not require a worker to sign a provider agreement or any other agreement not specified by TennCare.
- 4.20.12.11.5 Members/their legal guardian may have the flexibility to hire persons with whom they have a close personal relationship to serve as a worker, such as a neighbor or a friend.
- 4.20.12.11.6 Members/their legal guardian may hire family members, excluding spouses, to serve as a worker. A family member shall not be reimbursed for a service that he/she would have otherwise provided without pay. The Contractor shall use the needs assessment process to assess the member's available existing supports.
- 4.20.12.11.7 A member/their legal guardian may have multiple workers or both a worker and a contract provider for a given service, in which case, there must be a set schedule which clearly defines when contract providers will be utilized. A member may elect to have a worker provide more than one service.
- 4.20.12.11.8 A member/their legal guardian shall develop a service agreement with each worker. The service agreement template shall be developed by TennCare and shall include, at a minimum: the roles and responsibilities of the worker and the member; the worker's schedule (as developed by the member and/or representative), including hours and days; the scope of each service, i.e., the specific tasks and functions the worker is to perform; the service rate; and the requested start date for services. The service agreement shall serve as the worker's written confirmation of their commitment to initiate services on or before the date specified and to provide services in accordance with specified terms (including the tasks and functions to be performed and the schedule at which care is needed). If necessary, the FEA shall assist in this process. Service agreements shall be updated anytime there is a change in any of the terms or conditions specified in the agreement. Service agreements shall be signed by the new representative when there is a change in representatives.

- 4.20.12.11.9 The service agreement shall also stipulate if a worker will provide one or more self-directed health care tasks, the specific task(s) to be performed, and the frequency of each self-directed health care task.
- 4.20.12.11.10 The FEA shall ensure that a service agreement is in place for each worker prior to the worker providing services.
- 4.20.12.11.11 A copy of each service agreement shall be provided to the member, their legal guardian and/or representative. The FEA shall give a copy of the service agreement to the worker and shall maintain a copy for its files.
- 4.20.12.11.12 A member/their legal guardian may terminate a worker at any time if he/she feels that the worker is not adhering to the terms of the service agreement and/or is not providing quality services. If the FEA or nurse care manager has concerns that a worker is unable to deliver appropriate care as prescribed in the service agreement and the plan of care, but the member, their legal guardian and/or representative chooses to continue to employ the worker, the nurse care manager shall note the concern and the member's choice to continue using the worker in the member's plan of care, and shall update the risk assessment and/or risk agreement as needed. The FEA and nurse care manager shall collaborate to develop strategies to address identified issues and concerns. The FEA shall inform the member and/or representative of any potential risks associated with continuing to use the worker. The Contractor shall forward to TennCare for disposition, pursuant to TennCare policy, any cases in which the Contractor plans to disenroll the member from consumer direction because a care coordinator has determined that the health, safety and welfare of the member may be in jeopardy if the member continues to employ a worker but the member, their legal guardian, and/or representative does not want to terminate the worker. The Contractor and FEA shall abide by TennCare's decision.
- 4.20.12.11.13 In order to receive payment for services rendered, all workers must:
- 4.20.12.11.13.1 Deliver services in accordance with the schedule of services specified in the member's plan of care and in the service authorization, and in accordance with worker assignments determined by the member or their representative. The FEA shall input the member/their legal guardian/representative's assignment of individual workers into the EVV;
- 4.20.12.11.13.2 Maintain and submit documentation of service delivery (i.e., documentation of the tasks and functions performed during the provision of services), and any other documentation, as required, for units of service delivered;
- 4.20.12.11.13.3 Provide no more than forty (40) hours of services within a Sunday to Saturday work week, except as specified in Section 4.20.12.11.13.4 below; and
- 4.20.12.11.13.4 The parent(s) or other legal guardian of a Katie Beckett, Part A, member participating in consumer direction shall have the authority to assign a worker to provide services in

accordance with the member's POC for more than forty (40) hours per week within a Sunday to Saturday week (work week) only under the following circumstances: (1) the number of units of services needed by the member can be handled with minimal overtime pay, and the parent(s) or other legal guardian of the Katie Beckett, Part A, member chooses to provide overtime pay in lieu of additional hours of service that could otherwise be provided within the member's approved consumer direction budget; (2) the parent(s) or other legal guardian of the Katie Beckett, Part A, member chooses to have a worker previously scheduled to work no more than forty (40) hours cover additional time that another scheduled worker is unable to provide which shall be in lieu of additional hours of service that could otherwise be provided within the member's consumer direction budget. The Contractor shall ensure that the parent(s) or other legal guardian of a Katie Beckett, Part A, member understands that, should the parent(s) or other legal guardian of a Katie Beckett, Part A, member elect to allow a worker to provide services for more than forty (40) hours per work week, no additional funding will be allocated to the member's monthly budget for personal assistance or supportive home care, as applicable, or for persons receiving hourly respite, the member's annual budget, to cover the overtime pay

4.20.12.11.14 The FEA shall enter worker schedules into the EVV system in accordance with the Contractor's guidelines and the schedule at which services are needed by the member, based on the member's plan of care and the Contractor's service authorization.

4.20.12.12 Training

4.20.12.12.1 The Contractor shall require all members/their legal guardian electing to enroll in consumer direction of eligible Katie Beckett HCBS and/or their representatives to receive relevant training. The FEA shall be responsible for providing or arranging for initial and ongoing training of members/legal guardians/representatives. When training is not directly provided by the FEA, the FEA shall validate completion of training. Initial training shall be completed prior to initiation of consumer directed services.

4.20.12.12.2 At a minimum, consumer direction training for members, legal guardians, and/or representatives shall address the following issues:

4.20.12.12.2.1 Understanding the role of members and representatives in consumer direction;

4.20.12.12.2.2 Understanding the role of the nurse care manager and the FEA;

4.20.12.12.2.3 Selecting workers;

4.20.12.12.2.4 Abuse and neglect prevention and reporting;

4.20.12.12.2.5 Being an employer, evaluating work performance, and managing workers;

4.20.12.12.2.6 Fraud and abuse prevention and reporting;

- 4.20.12.12.2.7 Performing administrative tasks such as reviewing and approving electronically captured visit information;
- 4.20.12.12.2.8 Scheduling workers and back-up planning;
- 4.20.12.12.2.9 Ensuring workers maintain daily communication notes for authorized services provided.
- 4.20.12.12.3 Ongoing training shall be provided by the FEA to members and/or representatives upon request and/or if a nurse care manager or FEA, through monitoring, determines that additional training is warranted.
- 4.20.12.12.4 The FEA shall be responsible for providing or arranging for initial and ongoing training of all workers. When training is not directly provided by the FEA, the FEA shall validate completion of training. Initial training shall be completed prior to initiation of services. At a minimum, training shall consist of the following required elements:
  - 4.20.12.12.4.1 Overview of the Katie Beckett program and consumer direction of eligible Katie Beckett HCBS;
  - 4.20.12.12.4.2 Caring for medically fragile children and disabled populations;
  - 4.20.12.12.4.3 Abuse and neglect identification and reporting;
  - 4.20.12.12.4.4 Fraud and abuse identification and reporting;
  - 4.20.12.12.4.5 Critical incident reporting;
  - 4.20.12.12.4.6 Submission of required documentation and withholdings;
  - 4.20.12.12.4.7 Use of the EVV system;
  - 4.20.12.12.4.8 As appropriate, administration of self-directed health care task(s). The member, their legal guardian or their representative shall be responsible for training the worker(s) regarding individualized service needs and preferences and for specific training regarding health care tasks the member or their representative elects to self-direct (as applicable); and
  - 4.20.12.12.4.9 Universal precautions and blood borne pathogens training.
- 4.20.12.12.5 The FEA shall assist the member/legal guardian/representative in determining to what extent the member/legal guardian/representative shall be involved in the above-specified training. The member/legal guardian/representative shall provide additional training to the worker regarding individualized service needs and preference.
- 4.20.12.12.6 The FEA shall verify that workers have successfully completed all required training prior to service initiation and payment for services.

- 4.20.12.12.7 The FEA shall be responsible for verifying and validating the worker's completion of required CPR and First Aid training from an approved provider prior to initiation of services and payment for services. Ongoing, the FEA shall ensure that workers maintain CPR and first aid certification and receive required refresher training as a condition of continued employment. The FEA may assist workers in locating appropriate courses for initial certification and recertification as appropriate. Additional training components may be provided to a worker to address issues identified by the FEA, nurse care manager, member, legal guardian and/or the representative or at the request of the worker.
- 4.20.12.12.8 Refresher training may be provided more frequently if determined necessary by the FEA, nurse care manager, member, legal guardian and/or representative or at the request of the worker.
- 4.20.12.13 Monitoring
- 4.20.12.13.1 The Contractor shall monitor the quality of service delivery and the health, safety and welfare of members participating in consumer direction through care coordination functions.
- 4.20.12.13.2 The Contractor shall require that the EVV system include functionality to provide prompt (i.e., "real time") notification 24 hours/day, 7 days/week via automated email, as defined in business rules, to the MCO and to the FEA if a consumer-directed worker does not arrive as scheduled, or otherwise deviates from the authorized schedule so that gaps in care are immediately identified and addressed. The FEA shall ensure that the member/legal guardian/representative train and require consumer directed workers to use the EVV system to check-in and out of visits. Additionally, the member/legal guardian/representative shall monitor and ensure consumer directed workers utilize the EVV system in compliance with the 21st Century Cures Act. The FEA shall monitor the member/legal guardian/representatives' compliance and shall notify the Contractor if the member/legal guardian/representative fails to come into compliance. Failure to ensure compliance can result in involuntary disenrollment from consumer direction of eligible services.
- 4.20.12.13.3 The Contractor shall monitor implementation of the back-up plan by the member, their legal guardian or their representative.
- 4.20.12.13.4 The Contractor shall monitor a member's participation in consumer direction of eligible Katie Beckett HCBS to determine, at a minimum, the success and the viability of the service delivery model for the member. The Contractor shall note any patterns, such as frequent turnover of representatives or workers, habitual late and/or missed visits by workers, unauthorized schedule changes, failure to cooperate with the FEA and changing between consumer direction of eligible Katie Beckett HCBS and contract providers that may warrant intervention by the Contractor. The Contractor may submit a request to TennCare, pursuant to TennCare policy, to involuntarily withdraw the member from consumer direction of eligible Katie Beckett HCBS if the Contractor has

concerns about its ability to protect the health, safety and welfare of the member. The FEA may submit a request to the Contractor to involuntarily withdraw the member from consumer direction of eligible CHOICES HCBS due to concerns regarding the member's health, safety and welfare if the member continues in consumer direction. The Contractor must submit copies of all such requests to TennCare with documentation of its decision.

4.20.12.13.5 If at any time abuse or neglect is suspected, the member's nurse care manager or the FEA shall report the allegations to the Contractor within twenty-four (24) hours in accordance with the abuse and neglect plan protocols developed by the Contractor. The notification shall include at a minimum: the member name; date of allegation reported and/or identified; description of issue; measures taken to mitigate risk; status of reporting to CPS or APS, as appropriate. If the allegation is in reference to a worker or representative, the FEA shall contact the member/representative to immediately release the worker or representative from their duties until the investigation is complete. The FEA shall notify the Contractor regarding this communication with the member/legal guardian/representative and the member, legal guardian or representative's decision. The nurse care manager shall work with the member to find a new representative and the FEA shall work with the member to find a suitable replacement worker, if applicable. If the allegations are substantiated as a result of the investigation, the representative and/or worker shall no longer be allowed to participate in the Katie Beckett program in any capacity. If the investigation is inconclusive, the member may elect to retain the worker or representative. The member's nurse care manager, with appropriate assistance from the FEA, shall make any updates to the member's plan of care and/or risk assessment/risk agreement deemed necessary to help ensure the member's health and safety, and the Contractor may initiate action to involuntarily disenroll the member from consumer direction at any time the Contractor feels that the member's decisions or actions constitute unreasonable risk such that the member's needs can no longer be safely and effectively met in the community while participating in consumer direction.

4.20.12.14 Withdrawal from Consumer Direction of HCBS

4.20.12.14.1 A member/legal guardian may voluntarily withdraw from consumer direction of eligible Katie Beckett HCBS at any time. The member, legal guardian and/or representative shall notify the care coordinator as soon as he/she determines that he/she is no longer interested in participating in consumer direction of eligible Katie Beckett HCBS.

4.20.12.14.2 Upon receipt of a member's request to withdraw from consumer direction of eligible Katie Beckett HCBS, the Contractor shall conduct a face-to-face visit and update the member's plan of care, as appropriate, to initiate the process to transition the member to contract providers.

4.20.12.14.3 In the event that the FEA or nurse care manager has concerns that a worker is unable to deliver appropriate care as prescribed in the service agreement and the plan of care,



but the member, legal guardian and/or representative chooses to continue to employ the worker, note the concern and the member's choice to continue using the worker in the member's plan of care, and shall update the risk assessment and/or risk agreement as needed.

- 4.20.12.14.4 The Contractor shall forward to TennCare for disposition, pursuant to TennCare policy, any cases in which the Contractor plans to disenroll a member from consumer direction. The Contractor may initiate involuntary withdrawal of a member from consumer direction of eligible Katie Beckett HCBS:
- 4.20.12.14.4.1 If a member's representative fails to perform in accordance with the terms of the representative agreement and the health, safety and welfare of the member is at risk, and the member/legal guardian wants to continue to use the representative.
- 4.20.12.14.4.2 If a member/legal guardian has consistently demonstrated that he/she is unable to manage, with sufficient supports (including appointment of a representative) their services and the nurse care manager or FEA has identified health, safety and/or welfare issues.
- 4.20.12.14.4.3 A nurse care manager has determined that the health, safety and welfare of the member may be in jeopardy if the member continues to employ a worker but the member, their legal guardian and/or representative does not want to terminate the worker.
- 4.20.12.14.4.4 Other significant concerns regarding the member's participation in consumer direction which jeopardize the health, safety or welfare of the member.
- 4.20.12.14.5 If TennCare approves the Contractor's request, the Contractor shall notify the member/legal guardian in accordance with TennCare rules and regulations, and the member shall have the right to appeal the determination.
- 4.20.12.14.6 The Contractor, in conjunction with the FEA, shall facilitate a seamless transition from workers to contract providers and ensure there are no interruptions or gaps in services.
- 4.20.12.14.7 Voluntary or involuntary withdrawal of a member from consumer direction of eligible Katie Beckett HCBS shall not affect a member's eligibility for long-term care services or enrollment in the Katie Beckett Program.
- 4.20.12.14.8 The Contractor shall notify the FEA within one business day of processing the outbound 834 enrollment file when a member voluntarily withdraws from consumer direction of eligible Katie Beckett HCBS, when a member is involuntarily withdrawn from consumer direction of eligible Katie Beckett HCBS, and when a member is disenrolled from Katie Beckett or from TennCare. The notification should include the effective date of withdrawal and/or disenrollment, as applicable.
- 4.20.12.14.9 Members who have been involuntarily withdrawn may request to be reinstated in consumer direction of eligible Katie Beckett HCBS. The nurse care manager shall work with the FEA to ensure that the issues previously identified as reasons for

withdrawal have been adequately addressed prior to reinstatement. All members shall be required to participate in consumer direction training programs prior to reinstatement in consumer direction of eligible Katie Beckett HCBS.

4.20.12.15 Claims Submission and Payment

4.20.12.15.1 The Contractor shall ensure that the EVV system creates and makes available to the FEA on at least a daily basis an electronic claims submission file in the 837 format, including exceptions which have been resolved, which may be submitted to the Contractor for claims processing at the appropriate frequency.

4.20.12.15.2 The Contractor shall reimburse the FEA for authorized eligible Katie Beckett HCBS provided by workers at the appropriate rate for the consumer directed services, which includes applicable payroll taxes.

4.20.12.15.3 The Contractor shall process and pay claims submitted by the FEA within fourteen (14) calendar days of receipt.

**A.4.21 REPORTING REQUIREMENTS**

4.21.1 The Contractor shall comply with all reporting requirements established by TennCare. This shall include, but is not limited to detailed reporting regarding the person- and family-centered plan of care, including the total projected annualized cost of Medicaid services (encompassing physical and behavioral health, and wraparound HCBS, as well as dental and pharmacy services), and any updates thereto; detailed monthly expenditure reporting, nurse care management staffing and visits, service initiation and gaps in care (late and missed visits) any other reports determined necessary by TennCare to ensure proper oversight of the program in accordance with this Contract. TennCare shall provide the Contractor with the appropriate reporting formats, instructions, submission timetables, and technical assistance as required. TennCare may, at its discretion, change the content, format or frequency of reports. TennCare may, at its discretion, require the Contractor to submit additional reports both ad hoc and recurring. If TennCare requests any revisions to the reports already submitted, the Contractor shall make the changes and re-submit the reports, according to the time period and format required by TennCare.

**A.4.22 TELEHEALTH FOR CHILDREN IN KATIE BECKETT PART A**

4.22.1 For children enrolled in Katie Beckett Part A, the Contractor shall ensure that telehealth options are utilized, as approved by TennCare, in order to expand access to specialty care in rural areas, reduce travel burden on children with significant medical needs or disabilities and their families, build capacity of primary (in particular, rural) care providers to serve children with medical or behavioral complexity, improve monitoring and management of unstable or high-risk conditions—with a primary focus on children with complex respiratory care needs, reduce unnecessary emergency department visits or inpatient utilization, and improve care management and coordination.

- 4.22.2 As a telehealth pilot for the Katie Beckett Part A population with the most complex medical needs and disabilities, the Contractor shall reimburse for medically necessary services when the TennCare provider is at a qualified site other than where the patient is located and the patient is at a site appropriate to receive healthcare services (which may include the Katie Beckett member's home) that is equipped to engage in real-time audio and video telecommunication within the scope of practice of the healthcare services provider, the provider or provider group has an established relationship with the patient, and the service is provided as part of a documented treatment plan. An established relationship is indicated by the submission of a treatment claim by the provider or provider's group within the last twelve (12) months. TennCare MCOs will not pay an originating site fee for services provided from the patient's home and may otherwise negotiate an originating site fee not to exceed Medicare rates.
- 4.22.3 The Contractor shall establish a telehealth pilot for children enrolled in Katie Beckett Part A who have enhanced respiratory care needs.
- 4.22.3.1 The telehealth pilot for children enrolled in Katie Beckett Part A who have enhanced respiratory care needs shall be generally targeted to children who meet Tier 1 – Medical level of care criteria and require ventilator care or non-invasive positive pressure ventilation for at least 8 hours per day as a life-sustaining measure for chronic respiratory failure. However, tracheostomized children and other children enrolled in Katie Beckett Part A who have enhanced respiratory care needs may also participate in the pilot if it is determined likely to be beneficial to improving the quality and cost efficiency of service delivery.
- 4.22.3.2 The Contractor and its clinical support team for the Katie Beckett Part A telehealth pilot for children with enhanced respiratory care needs shall work with the treating provider to ensure that children enrolled in the Katie Beckett Part A telehealth pilot for children with enhanced respiratory care needs are using state-of-the-art equipment that supports remote monitoring (when applicable) for purposes of improved clinical management of enhanced respiratory care needs. Such equipment shall include pulse oximetry and end-tidal capnography devices to monitor pertinent vitals (such as oxygen saturation, heart rate, end-tidal carbon dioxide, and respiratory rate) and portable mechanical ventilators that support opportunities for family, school, and community participation, as appropriate. Additional technology shall also include heated, high flow molecular humidification devices to reduce the need for suctioning and risk of infection (either as part of an integrated or standalone device), and mechanical in-exsufflation devices and high frequency chest wall oscillation devices to prevent infections.
- 4.22.3.3 The Contractor shall ensure that onsite clinical assessment, oversight and onsite and remote monitoring is an integral component of the Katie Beckett Part A telehealth pilot for children with enhanced respiratory care needs. This shall include the opportunity for teleconsultation with a family member or paid caregiver in the home, and/or with the treating physician, as needed.

4.22.3.4 The Contractor shall also ensure that the clinical support team responsible for onsite and remote monitoring for the Katie Beckett Part A telehealth pilot are available and engaged to provide onsite training and education for family members and/or paid caregivers, as needed, including nurses or those who will be performing self-directed enhanced respiratory health care tasks.

4.22.3.5 The Contractor shall work with the clinical support team for the Katie Beckett Part A telehealth pilot to develop and submit to TennCare for review and approval prior to their implementation a set of performance metrics and shall, upon approval, collect and report initial baseline and ongoing performance data to measure the impact of the program on quality outcomes, quality of life, and cost-effectiveness of care.

**B. TERM OF CONTRACT:**

**B.1.** This Contract shall be effective on July 1, 2025 (“Effective Date”) and extend for three (3) years after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to the Contractor by the State or as otherwise specified by this Contract.

**B.2.** Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to seven (7) renewal options under the same terms and conditions for a period not to exceed one (1) year each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of ten (10) years.

**B.3.** Exigency Extension. At the option of the State, the Contractor agrees to continue services under this Contract when TennCare determines that there is a public exigency that requires the services to continue. Continuation of services pursuant to this Section shall be in three (3) month increments and the total of all public exigency extensions shall not exceed twelve (12) months. Thirty (30) days notice shall be given by TennCare before this option is exercised. TennCare shall reimburse the Contractor during public exigency at the established administrative fee in effect during the last six (6) months of this Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

**C.1. MAXIMUM LIABILITY**

C.1.1. In no event shall the maximum liability of the State under this Contract during the original term of the Contract exceed Eight Billion Five Hundred Sixty-Eight Million Seven Hundred Twenty-One Thousand Three Hundred Six Dollars (\$8,568,721,306).

C.1.2. If the Contract maximum would be exceeded as a result of an increase in enrollment, a change in mix of enrollment among rate cells or any rate adjustment described herein, the State shall adjust the Contract maximum liability to accommodate the aforementioned circumstances. This adjustment shall be based on consultation with the State’s independent actuary.

C.1.3. This Contract does not obligate the State to pay a fixed minimum amount and does not create in the Contractor any rights, interests or claims of entitlement in any funds.

C.1.4. The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of these funds to the Contractor under this Contract.

## **C.2. COMPENSATION FIRM**

The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due to the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

## **C.3. PAYMENT METHODOLOGY**

### **C.3.1. GENERAL**

The Contractor shall be compensated based on the payment rates for units authorized by the State in a total amount as set forth in Section C.1.

- a) The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b) The Contractor shall be compensated based upon the following payment methodology.
- c) The Contractor's payment rates as defined in C.3 and Attachment XII of this Contract shall be fixed for the base term of the Contract. Payment rates for eligible renewal option years shall be reassessed at each renewal of Contract based on actuarial reviews to determine whether fixed payment rates shall either be maintained from base year payment rate or increased or decreased accordingly.

### **C.3.2. ADMINISTRATIVE FEE**

- 3.2.1. The Contractor shall be paid a fixed fee per member per month for specified Eligible Groups for the administration of TennCare Select according to the requirements of this Contract. The administrative fee to be paid for each specified Eligible Group shall be described in Attachment XII of this Contract.
- 3.2.2. TennCare or its appointed agent shall make payment by the fifth working day of each month to the Contractor for the Contractor's satisfactory performance of its duties and responsibilities as set forth in this Contract. Each month payment to the Contractor shall be equal to the number of enrollees certified by TennCare multiplied by the administrative fee for the appropriate enrollee category. The actual amount owed the Contractor for each enrollee shall be determined by dividing the appropriate monthly administrative fee by the number of days in the month and then multiplying the quotient of this transaction by the actual number of days the enrollee was enrolled in the plan.
- 3.2.3. Payment for enrollees shall start the effective date of the enrollee's enrollment in the plan.
- 3.2.4. The Contractor agrees the State may retroactively recoup Administrative Fee payments for deceased enrollees. Retroactive recoupment will be deducted from the monthly payment for

the following month. Payments may be recouped back to the date of death. This is the only provision whereby the State may retroactively recoup administrative fee payments from the Contractor for enrollees retroactively terminated from TennCare Select.

- 3.2.5. Administrative fee payments made in accordance with Section C.3.1.1, C.3.1.2, and Attachment XII will not include payment for children in state custody for whom Immediate Eligibility was established and who were not subsequently found to be TennCare eligible. TennCare shall make a separate payment for said children upon receipt of an invoice from the Contractor. The invoice shall be submitted to TennCare in the form and format specified in Attachment IX, Exhibit H on a monthly basis. The administrative fee due shall be equal to the number of enrollees for whom Immediate Eligibility was established multiplied by a flat rate equal to the per member per month for Group 1.A, for the full 45-day eligibility period.
- 3.2.6. As described herein, administrative fee payments made in accordance with Section C.3.1.1, C.3.1.2, and Attachment XII will not include payment for enrollees specified in Group 3, Persons with Intellectual Disabilities or children enrolled by TennCare into Part A of the Katie Beckett Program who have been defined as the Target Population for the Integrated Health Services Delivery Model described in Section A.4 of this Contract.
- 3.2.7. For persons with intellectual disabilities in Group 3, TennCare shall reimburse the Contractor for actual and reasonable cost associated with the management and delivery of covered services to this population based on an invoice submitted by the Contractor. This shall include: actual and necessary administrative costs related specifically to requirements for the operation of 1915(c) waiver and ICF/IID members in Group 3, as defined in this Contract, including primarily and as applicable, the management and delivery of covered services to members, payments to providers for such services, and ongoing quality assurance and quality improvement activities, subject to a maximum specified by TennCare (the Contractor shall seek to administer these programs as efficiently as possible); and the actual cost of ICF/IID services and the actual cost of 1915(c) waiver HCBS and cost-effective alternative services provided under the 1915(c) waiver programs as a cost-effective alternative to ICF/IID services or to other 1915(c) waiver services. Payments related to the operation of ECF CHOICES shall be paid based on a monthly invoice submitted by the Contractor. Payments related to the operation of the 1915(c) Waivers and ICF/IIDs shall be paid based on a weekly invoice submitted by the Contractor. The invoices shall be submitted to TennCare in the form and format specified by TennCare.
- 3.2.8. For children enrolled in Katie Beckett Part A in Group 3, this shall include the actual cost of covered, medically necessary physical and behavioral health and wraparound HCBS as well as cost-effective alternative services authorized and paid by the Contractor in accordance with this Contract. Costs related to Nurse Care Management shall be deemed medical expenses but shall be invoiced separately. Other costs related to the operation of the Katie Beckett program shall be invoiced and paid separately from medical expenses.
- 3.2.9. Administrative fee payments made in accordance with Section C.3.1.1, C.3.1.2, and Attachment XII will not include payment for care coordination to CHOICES members. TennCare will make a separate payment for the costs associated with the provision of care coordination to CHOICES members upon receipt of an invoice from the Contractor. The invoice shall be submitted to TennCare in the form and format specified by TennCare.

- 3.2.10. The Contractor shall ensure that no payment is made to a network provider other than the services covered under the Contract between the state and the Contractor, except when these payments are specifically required to be made by the state in Title XIX of the Social Security Act, in 42 CFR 438.60, or when the state agency makes direct payments to network providers for graduate medical education costs approved under the state plan.
- 3.2.11. The Contractor shall fully participate in and faithfully execute all directed payment programs established by TennCare. These directed payment programs will be defined by TennCare. TennCare will establish criteria for each directed payment program, including but not limited to the time frame for the directed payment; providers who will participate in the directed payment; and the mechanism for the calculation and delivery of the amount(s) to be paid to the selected providers. The Contractor shall collect and provide to TennCare such information as is required to support all directed payment programs. Directed payment programs will be in accordance with CMS requirements, including 42 CFR 438.6(c).
- 3.2.12. The Contractor shall fully participate in and faithfully execute all pass-through payment programs established by TennCare. These pass-through payment programs shall be defined by TennCare. TennCare shall establish criteria for each pass-through payment program, including but not limited to the time frame for the pass-through; providers and/or contractors who will participate in the pass-through payment; and the mechanism for the calculation and delivery of the amount(s) to be paid to the selected providers and/or contractors. The Contractor shall collect and provide to TennCare such information as is required to support all pass-through payment programs. Pass-through payment programs will be in accordance with state and federal requirements.

### **C.3.3. PAY-FOR-PERFORMANCE QUALITY INCENTIVE PAYMENTS**

#### **3.3.1. General**

- 3.3.1.1. TennCare will make all incentive payments to the Contractor in accordance with this Section C.3.3 and pursuant to 42 CFR 438.6, all incentive arrangements are necessary for the specified activities, targets, performance measures, or quality-based outcomes that support program initiatives as specified in the state's quality strategy and shall comply with the following:
- 3.3.1.1.1. Are for a fixed period of time and performance is measured during the rating period under the Contract in which the incentive arrangement is applied;
  - 3.3.1.1.2. Are not renewed automatically;
  - 3.3.1.1.3. Are made available to both public and private contractors under the same terms of performance;
  - 3.3.1.1.4. Do not condition MCO participation in the incentive arrangement on the MCO entering into or adhering to intergovernmental transfer agreements; and
  - 3.3.1.1.5. At such time and in a manner described by TennCare, TennCare will partner with the Contractor to implement pay-for-performance initiatives with the goal of improving TennCare member's lives.

**C.3.4. MFP INCENTIVE PAYMENTS**

- 3.4.1. Financial incentives will be paid to the Contractor based on activities performed as part of the MFP Rebalancing Demonstration and in accordance with the approved Operational Protocol and budget.

**C.3.5. EFFECT OF DISENROLLMENT ON ADMINISTRATIVE FEE PAYMENTS**

- 3.5.1. Payment of the administrative fee shall cease effective the date of the member's disenrollment from the Contractor's MCO, and the Contractor shall have no further responsibility for the care of the enrollee. Except for situations involving enrollment obtained by fraudulent applications or death, disenrollment from TennCare shall not be made retroactively. The Contractor shall not be required to refund any administrative fee amounts legitimately paid pursuant to this Contract.

**C.3.6. FRAUDULENT ENROLLMENT**

- 3.6.1. In the case of fraudulent, misrepresented or deceptive applications submitted by the enrollee, the Contractor, at its discretion, may refund to TennCare all administrative fee payments made on behalf of persons who obtained enrollment in TennCare through such means and the Contractor may pursue full restitution for all payments made on behalf of the individual while the person was inappropriately enrolled in the Contractor's MCO.
- 3.6.2. In the event of enrollment obtained by fraud, misrepresentation or deception by the Contractor's staff, officers, employees, providers, volunteers, subcontractors, or anyone acting for or on behalf of the Contractor, TennCare must retroactively recover administrative fee payments and medical services payments plus interest as allowed by T.C.A. 47-14-103, and HMO payments and any other monies paid to the Contractor for the enrollment of that individual. The refund of administrative fee and medical services payments plus interest and HMO payments will not preclude the State from exercising its right to criminal prosecution, civil penalties, trebled damages and/or other remedial measures.

**C.3.7. HMO PAYMENT**

- 3.7.1. The Contractor shall be responsible for payment of applicable taxes for all payments received under this Contract pursuant to T.C.A. 56-32-124. Payments to the Contractor shall be increased sufficiently to cover any additional amount due pursuant to Tennessee Code Annotated Section 56-32-124 thirty days after the end of each calendar year quarter. In the event the amount due pursuant to T.C.A. 56-32-124 is increased during the term of this Contract, the payments to the Contractor shall be increased by an amount equal to the increase in the amount due by the Contractor.

**C.3.8. PAYMENT TO THE CONTRACTOR FOR ELECTRONIC VISIT VERIFICATION SYSTEM**

- 3.8.1. TennCare will reimburse the Contractor for reasonable costs paid by the Contractor to the Contractor's EVV vendor for developing, implementing and operating an EVV system that meets minimum requirements for compliance with the 21st Century Cures Act for the 1915(c) HCBS Waivers and Katie Beckett Part B operated by the Department of Intellectual and Developmental Disabilities as described in 2.9.7.14.10 until expiration of such requirement



effective January 1, 2022, or a subsequent date as determined by TennCare with at least thirty (30) days written notification.

**C.3.9. PAYMENTS TO CONTRACTOR**

3.9.1. The administrative fee payments, the premium tax payments, any incentive payments (if applicable), and any payments that offset the Contractor's cost for the development and implementation of an EVV system (see Section C.8) specified in Section C and Attachment XII of this Contract as amended, shall represent payment in full. TennCare shall not reimburse the Contractor for any costs, liquidated damages and/or penalties incurred by the Contractor and which result from actions or inactions, including penalties associated with Contractor's failure to timely pay any and all expenses, fees, taxes and other regulatory/ministerial costs associated with the requirements of operating as an HMO in this state. The taxes, fees, expenses, and other regulatory/ministerial costs referenced herein shall include but not be limited to premium taxes associated with any and all obligations required by the Tennessee Health Maintenance Organization Act of 1986 codified at T.C.A. 56-32-101 et seq. or any subsequent amendments thereto and/or the Tennessee Prepaid Limited Health Services Act of 2000 codified at T.C.A. 56-51-101 et seq. or any subsequent amendments thereto.

**C.3.10. PAYMENT FOR DISTRIBUTION TO TENNCARE'S PBM**

3.10.1. TennCare shall make a payment to the Contractor in an amount equal to the invoice that is billed to the Contractor by the TennCare PBM. The Contractor shall make payment to the TennCare PBM no later than the Friday following receipt of the payment from TennCare unless extended by TennCare due to unforeseen circumstances or bank holidays.

**C.3.11. PAYMENTS TO THE CONTRACTOR FOR DCS CLAIMS**

3.11.1. TennCare shall make a payment to the Contractor in an amount equal to the invoice that is billed for DCS paid claims in accordance with submission requirements described by TennCare. The Contractor shall make payment to DCS via wire/ACH based on a methodology approved by TennCare no later than the Friday following receipt of the payment from TennCare unless extended by TennCare due to unforeseen circumstances or bank holidays.

**C.3.12. PAYMENT FOR MEDICARE CROSSOVER CLAIMS**

3.12.1. At such time that the Contractor becomes responsible for paying all Medicare crossover claims, the Contractor shall invoice TennCare in accordance with submission requirements described by TennCare for the amount that the Contractor paid for crossover claims via the terms of TennCare requirements and the COBA. TennCare shall make a payment to the Contractor in an amount equal to an appropriate billed invoice

**C.3.13. STATE EXPENDITURES CONSISTENT WITH FEDERAL LEGAL REQUIREMENTS**

3.13.1. Should any part of the scope of work under this Contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of program authority. The state must adjust payments to remove costs that are specific to any program or activity that is no longer authorized by law. If the Contractor works on a program or activity no longer authorized by

law after the date the legal authority for the work ends, the Contractor shall not be paid for that work. If the state paid the Contractor in advance to work on a no-longer-authorized program or activity and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to the state. However, if the Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

#### **C.4. TRAVEL COMPENSATION**

The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

#### **C.5. INVOICE REQUIREMENTS**

The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3, above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Division of TennCare  
310 Great Circle Road  
Nashville, TN 37243

- a) Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
  - 1) Invoice number (assigned by the Contractor);
  - 2) Invoice date;
  - 3) Contract number (assigned by the State);
  - 4) Customer account name: Department of Finance and Administration, Division of TennCare;
  - 5) Customer account number (assigned by the Contractor to the above-referenced Customer);
  - 6) Contractor name;
  - 7) Contractor Tennessee Edison registration ID number;
  - 8) Contractor contact for invoice questions (name, phone, or email);
  - 9) Contractor remittance address;
  - 10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - 11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;

12) Applicable payment methodology (as stipulated in Section C.3) of each good or service invoiced;

13) Amount due for each compensable unit of good or service; and

14) Total amount due for the invoice period.

b) Contractor's invoices shall:

15) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

16) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

17) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and

18) Include shipping or delivery charges only as authorized in this Contract.

c) The time frame for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.6.

**C.6. Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

**C.7. Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

**C.8. Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

**C.9. Prerequisite Documentation.** The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the: "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. MANDATORY TERMS AND CONDITIONS:**

**D.1. Required Approvals.** The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

**D.2. Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this 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 at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Deputy Commissioner  
Department of Finance and Administration Division of TennCare  
310 Great Circle Road  
Nashville, TN 37243  
Telephone # 615-507-6443

The Contractor:

Contractor Contact Name & Title  
Contractor Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

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

**D.3. Modification and Amendment.** This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

**D.4. Subject to Funds Availability.** The 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 Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall

be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor 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 Contract.
- D.7. Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation 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 Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other

classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. This Section D.9 shall not be deemed to limit or abridge any requirement set forth in Section A.2.28.

**D.10. Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment X semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not:
  - (i) a United States citizen;
  - (ii) a Lawful Permanent Resident;
  - (iii) a person whose physical presence in the United States is authorized;
  - (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or
  - (v) is otherwise authorized to provide services under the Contract.

**D.11. Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of ten (10) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor.** The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for Liquidated Damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other

remedies available under this Contract are subject to the limitations on liability set forth in this Section.

**D.19. Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

**D.20. HIPAA Compliance.** The State and Contractor 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 Contract.

- a. Contractor 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 Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor 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 Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this 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 Contractor will indemnify the State and hold it harmless for any violation by the Contractor 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.21. Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member’s retirement allowance is suspended during the period of the employment. Accordingly, and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

**D.22. Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

**D.23. Debarment and Suspension.** The Contractor 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 Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

**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, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or

delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this 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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor 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 Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance.** The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Davidson County, Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor 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 Contract, including but not limited to, a pre-termination hearing in accordance with 42 CFR 438.710 in the event TennCare terminates this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement.** This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's

duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes:
  1. Attachment I – Behavioral Health Specialized Service Descriptions;
  2. Attachment II – Cost Sharing Schedules;
  3. Attachment III – General Access Standards;
  4. Attachment IV – Specialty Network Standards;
  5. Attachment V – Access & Availability for Behavioral Health Services;
  6. Attachment VI – INTENTIONALLY LEFT BLANK;
  7. Attachment VII – INTENTIONALLY LEFT BLANK;
  8. Attachment VIII – INTENTIONALLY LEFT BLANK;
  9. Attachment IX – Reporting Requirements;
  10. Attachment X – Attestation Re Personnel Used in Contract Performance;
  11. Attachment XI – NEMT Requirements;
  12. Attachment XII – Administrative Fee Payment;
  13. Attachment XIII – Procurement Library; and
  14. Attachment XIV – HIPAA Business Associate Agreement.
- c. any clarifications of or addenda to the Contractor’s proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor’s response seeking this Contract.

**D.31. Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

**D.32. Insurance.** Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor’s failure to maintain or submit evidence of

insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention (“SIR”) over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor’s sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead, Contractor shall provide a certificate of self-insurance or a letter, on Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such

expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;

- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage or destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.

f. Professional Liability

- i. Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
  - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase “extended reporting” or “tail coverage” for a minimum of five (5) full years from the date of the final Contract payment.
- ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.
- iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

**D.33. Major Procurement Contract Sales and Use Tax.** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor’s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor’s subcontractors and that are subject to tax.

**D.34. 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 Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor 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. The Contractor shall only use Confidential Information for activities pursuant to and related to the performance of the Contract. Contractor 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 Contract.

**D.35. Equal Opportunity.** The Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of disability, race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their disability, race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
- (2) Layoff or termination;
- (3) Rates of pay or other forms of compensation; and
- (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to disability, race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

**D.36. Boycott of Israel.** The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

**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 Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions unless the special term and condition expressly states that it controls in the event of a conflict with any other Contract provision.

**E.2. CONTRACTOR COMMITMENT TO DIVERSITY**

The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP #31865-00627 (Attachment 6.2. Section B.13) and resulting in this Contract.



The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

### **E.3. TURNOVER REQUIREMENTS**

Prior to the expiration of the Contract term or extension of the Contract term, or in the event of a Contract Termination pursuant to Contract Sections D.5 (Termination for Convenience), D.6 (Termination for Cause), or Partial Takeover pursuant to Contract Section E.3, the State may contract with a successor contractor (Successor Contractor) to assume the Contractor's duties and requirements upon the end of Contract term or termination of this Contract. This may result in a period of transition during which the Contractor continues to provide services while the Successor Contractor prepares to assume those services, with a switch over from the Contractor to the Successor Contractor occurring on an implementation date specified by the State. The implementation date will typically coincide with the Successor Contractor's Go-Live Date pursuant to its contract with the State.

The Contractor shall be required to participate as directed by the State, at no additional cost, in assisting with the transition by providing specified deliverables, information relating to the Contractor's duties and attending meetings with the State and/or Successor Contractor. Contractor shall, at no additional cost to the State, work with designated State personnel to develop and provide to the State for its review and approval a comprehensive turnover plan in accordance with Contract Section E.4.

TennCare may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by TennCare shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service TennCare will assume and the date TennCare will be assuming. TennCare's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. TennCare reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for TennCare's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date TennCare exercises its right to a Partial Takeover. TennCare's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

### **E.4. END OF CONTRACT TURNOVER PLAN AND TERMINATION PROCEDURES**

- E.4.1. Prior to the expiration of the Contract term or extension of the Contract term, or in the event of a Contract Termination pursuant to Contract Sections D.5 (Termination for Convenience), D.6 (Termination for Cause), or Partial Takeover pursuant to Contract Section E.3, the Contractor shall, at no additional cost to the State, submit a turnover plan to TennCare for review, which is

subject to TennCare written approval. The Contractor shall agree to make revisions to the plan as necessary in order to obtain approval by TennCare. Failure to submit a turnover plan and obtain written approval of the turnover plan by TennCare shall result in the withhold of 25% of the Contractor's monthly administrative fee payment as described in Section C. The turnover plan shall include the following and require the Contractor to, at a minimum:

- 4.1.1. Agree to maintain claims processing functions as necessary for a minimum of nine (9) months (or longer if it is likely there are additional claims outstanding) in order to complete adjudication of all claims. During this period, medical payments and HMO payments shall continue to be paid as specified in Section C;
  - 4.1.2. Agree to comply with all duties and/or obligations incurred prior to the actual termination date of the Contract or expiration of the Contract, including but not limited to, the appeal process as described in Section A.2.19;
  - 4.1.3. File all reports concerning the Contractor's operations during the term of the Contract in the manner described in this Contract. Required reporting shall include, but not be limited to any necessary data and/or reporting required to comply with the Medicaid Payment for Primary Care as required in Section 2.13.9 of this Contract;
  - 4.1.4. Take whatever other actions are necessary in order to ensure the efficient and orderly transition of members from coverage under this Contract to coverage under any new arrangement developed by TennCare;
  - 4.1.5. Maintain the financial requirements (as described in this Contract as of the Contractor's date of termination notice), fidelity bonds and insurance set forth in this Contract until the State provides the Contractor written notice that all continuing obligations of this Contract have been fulfilled; and
  - 4.1.6. Upon expiration or termination of this Contract, submit reports to TennCare every thirty (30) calendar days detailing the Contractor's progress in completing its continuing obligations under this Contract. The Contractor, upon completion of these continuing obligations, shall submit a final report to TennCare describing how the Contractor has completed its continuing obligations. TennCare shall within twenty (20) calendar days of receipt of this report advise in writing whether TennCare agrees that the Contractor has fulfilled its continuing obligations. If TennCare finds that the final report does not evidence that the Contractor has fulfilled its continuing obligations, then TennCare shall require the Contractor to submit a revised final report. TennCare shall in writing notify the Contractor once the Contractor has submitted a revised final report evidencing to the satisfaction of TennCare that the Contractor has fulfilled its continuing obligations.
- E.4.2. In the event of termination, it is agreed that neither party shall be relieved from any financial obligations each may owe to the other as a result of liabilities incurred during the course of this Contract. For terminations pursuant to Sections D.5 and D.6, TennCare will assume responsibility for informing all affected enrollees of the reasons for their termination from the Contractor's MCO.

#### **4.2.1. TERMINATION PROCEDURES**

- 4.2.1.1. Upon receipt of notice of termination, and subject to the provisions of this Section, on the date and to the extent specified in the notice of termination, the Contractor shall:
  - 4.2.1.1.1. Stop work under the Contract, but not before the termination date;
  - 4.2.1.1.2. At the point of termination, assign to TennCare in the manner and extent directed by TennCare all the rights, title and interest of the Contractor for the performance of the

subcontracts to be determined at need in which case TennCare shall have the right, in its discretion, to settle or pay any of the claims arising out of the termination of such agreements and subcontracts;

- 4.2.1.1.3. Complete the performance of such part of the Contract that shall have not been terminated under the notice of termination;
- 4.2.1.1.4. Take such action as may be necessary, or as a contracting officer may direct, for the protection of property related to this Contract which is in possession of the Contractor and in which TennCare has or may acquire an interest;
- 4.2.1.1.5. Continue to submit invoices for the payment of covered services as specified in Section C. One hundred eighty days after the Contract ends, the Contractor shall reasonably estimate the amount of claims remaining to be paid for covered services provided during the Contract period that were not reflected in the final invoice. If TennCare accepts the estimate as reasonable, TennCare will deposit that amount in an account for the purpose of paying run-out claims. TennCare will supplement the funding of the account as necessary to permit coverage of the remaining payable claims as needed;
- 4.2.1.1.6. In the event the Contract is terminated by TennCare, continue to serve or arrange for provision of services to the enrollees in the Contractor's MCO for up to forty-five (45) calendar days from the Contract termination date or until the Members can be transferred to another MCO, whichever is longer. TennCare shall continue to pay the applicable administrative fee, medical payments and HMO payments as specified in Section C of this Contract;
- 4.2.1.1.7. Promptly make available to TennCare, or another MCO acting on behalf of TennCare, any and all records, whether medical, behavioral, related to long-term services and supports or financial, related to the Contractor's activities undertaken pursuant to this Contract. Such records shall be in a usable form and shall be provided at no expense to TennCare;
- 4.2.1.1.8. Promptly make available all signed provider agreements/contracts, including historical agreements/contracts, to TennCare in PDF format. The Contractor shall have the option to submit said agreements on an on-going basis during the term of this Contract rather than at the end of this Contract. Upon termination of this Contract and completion of the Contractor's continuing obligations, the State will reserve all rights to pursue improper payments and false claims with the Contractor and/or directly with the Contractor's subcontractors and providers; and
- 4.2.1.1.9. Promptly supply all information necessary to TennCare or another MCO acting on behalf of TennCare for reimbursement of any outstanding claims at the time of termination.

#### **E.5. PERSONALLY IDENTIFIABLE INFORMATION**

While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall

not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII as directed by the State.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within forty-eight (48) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

#### **E.6. DRUG-FREE WORKPLACE**

The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, et seq., and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.

#### **E.7. BUSINESS ASSOCIATE**

As the Contractor will provide services to TennCare pursuant to which the Contractor will have access to, receive from, create, or receive on behalf of TennCare Protected Health Information, or Contractor will have access to, create, receive, maintain or transmit on behalf of TennCare Electronic Protected Health Information (as those terms are defined under HIPAA and HITECH), Contractor hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations and any further responsibilities set forth in the Business Associate Agreement (see Attachment F) between the Parties.

## **E.8. NOTIFICATION OF BREACH AND NOTIFICATION OF SUSPECTED BREACH**

The Contractor shall notify TennCare's Privacy Office immediately upon becoming aware of and in no case later than forty-eight (48) hours after discovery 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 a TennCare enrollee's Protected Health Information (PHI) maintained or held by the Contractor, including any unauthorized acquisition of enrollee PHI by an employee or otherwise Authorized User of the Contractor's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, Personal Digital Assistants (PDAs), Blackberrys or other Smartphones, Universal Serial Bus (USB) drives, thumb drives, flash drives, Compact Discs (CD), and/or disks.

## **E.9. TRANSMISSION OF CONTRACT DELIVERABLES**

All information or data that is necessary for one or more deliverable set forth in this Contract shall be transmitted between TennCare and Contractor via the data transfer method specified in advance by TennCare. This may include, but shall not be limited to, transfer through the TennCare Secure File Transfer Protocol (SFTP) system. Failure by the Contractor to transmit information or data that is necessary for a deliverable in the manner specified by TennCare, may, at the option of TennCare, result in liquidated damages as set forth in E.27.2.

## **E.10. INTERNAL REVENUE SERVICE (IRS) SAFEGUARING OF RETURN INFORMATION**

### **E.10.1. Performance**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by their employees and subcontractors with the following requirements:

- 10.1.1. This provision shall not apply if information received or delivered by the Parties under this Contract is NOT "federal tax returns or return information" as defined by IRS Publication 1075 and IRC 6103.
- 10.1.2. All work will be done under the supervision of the Contractor or the Contractor's employees. The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- 10.1.3. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer, employee, or approved subcontractor of the Contractor will be prohibited.
- 10.1.4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 10.1.5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of their computer facility, and no output

will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

- 10.1.6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to TennCare or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide TennCare or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 10.1.7. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls specified in that publication. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 10.1.8. No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- 10.1.9. The Contractor will maintain a list of employees authorized access. Such list will be provided to TennCare and, upon request, to the IRS reviewing office.
- 10.1.10. TennCare will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

#### E.10.2. Criminal/Civil Sanctions

- 10.2.1. Each officer or employee to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 10.2.2. Each officer or employee to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person

shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized @ or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

- 10.2.3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a(i)(1), which is made applicable to contractors by 5 USC 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of their employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 10.2.4. Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Publication 1075 Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Publication 1075 Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Publication 1075 Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

#### E.10.3. Inspection

The IRS and TennCare, with twenty-four (24) hours' notice, shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work with FTI under this Contract. The IRS and TennCare's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

#### E.11. DISCOVERY AND LITIGATION

TennCare is frequently involved in litigation as either a party or a non-party with relevant information. If any such litigation should arise, Contractor shall cooperate fully and timely with

any State attorneys or paralegals at no additional cost to the State, which shall include the following responsibilities:

- a. **Litigation Support.** The Contractor shall make its personnel available to testify in Tennessee, whether in person before a tribunal or by deposition. The Contractor agrees to waive any objections to any subpoena issued by a Tennessee tribunal, in any case relating to this Contract.
- b. **Discovery and Litigation Hold Requirements.** The Contractor shall cooperate with all TennCare requests to aid in data and document retention and collection, as required for litigation. The Contractor shall promptly provide the State with all information within the Contractor's control if required to do so by a discovery demand or court order. The State will exert its best effort to narrow the scope of any discovery request.

The obligation to meet the requirements listed above shall survive the termination of the Contract and shall extend to any subcontractor hired by the Contractor to provide goods or perform services on its behalf as required herein.

#### **E.12. APPLICABLE LEGAL AUTHORITY**

The Contractor agrees to comply with all applicable legal authority, including federal and State laws, rules, regulations, policies, sub-regulatory guidance, the State Medicaid Manual, executive orders, TennCare waivers, and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare program. Such compliance shall be performed at no additional cost to the State.

#### **E.13. PUBLIC ACCOUNTABILITY**

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

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYOR FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT 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 of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

#### **E.14. APPLICABLE LAWS AND REGULATIONS**

The Contractor agrees to comply with all applicable federal and state laws, rules and regulations, policies (including TennCare Standard Operating Procedures (so long as said TennCare Standard Operating Procedure does not constitute a material change to the obligations of the Contractor



pursuant to this Contract)), consent decrees, and court orders, including Constitutional provisions regarding due process and equal protection of the law, including but not limited to:

- E.14.1. 42 CFR Chapter IV, Subchapter C (with the exception of those parts waived under the TennCare Section 1115(a) waiver).
- E.14.2. 42 CFR Part 438, Managed care, including but not limited to 438.6(f)(2)(i), compliance with the requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions as set forth in §434.6(a)(12) and § 447.26 of this subchapter.
- E.14.3. 45 CFR Part 74, General Grants Administration Requirements.
- E.14.4. Titles 4, 47, 56, and 71, Tennessee Code Annotated, including, but not limited to, the TennCare Drug Formulary Accountability Act, Public Chapter 276 and The Standardized Pharmacy Benefit Identification Card Act.
- E.14.5. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401, et seq.).
- E.14.6. Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and regulations issued pursuant thereto, 45 CFR Part 80.
- E.14.7. Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.
- E.14.8. Section 504 of the Rehabilitation Act of 1973, 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto, 45 CFR Part 84.
- E.14.9. The Age Discrimination Act of 1975, 42 USC 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E.14.10. 42 U.S.C. § 18116.
- E.14.11. Americans with Disabilities Act, 42 USC 12101 et seq., and regulations issued pursuant thereto, 28 CFR Parts 35, 36.
- E.14.12. Sections 1128 and 1156 of the Social Security Act relating to exclusion of providers for fraudulent or abusive activities involving the Medicare, SCHIP and/or Medicaid program.
- E.14.13. The Church Amendments (42 U.S.C. 300a 7).
- E.14.14. Section 245 of the Public Health Service (PHS) Act (42 U.S.C. 238n).
- E.14.15. Weldon Amendment (Consolidated Appropriations Act 2008, Public Law 110 161, Div. G, Sec. 508 (d), 121 Stat. 1844, 2209).

- E.14.16. Tennessee Consumer Protection Act, T.C.A. 47-18-101 et seq.
- E.14.17. The TennCare Section 1115 waiver and all Special Terms and Conditions which relate to the waiver.
- E.14.18. The TennCare Section 1915(c) waivers (CMS Control Numbers 0128, 0357, and 0427) and federal regulations pertaining thereto.
- E.14.19. Executive Orders, including Executive Order 1 effective January 26, 1995 and Executive Order 3 effective February 3, 2003.
- E.14.20. The Clinical Laboratory Improvement Amendments (CLIA) of 1988.
- E.14.21. Requests for approval of material modification as provided at T.C.A. 56-32-101 et seq.
- E.14.22. Investigatory Powers of TDCI pursuant to T.C.A. 56-32-132.
- E.14.23. 42 USC 1396 et seq. (with the exception of those parts waived under the TennCare Section 1115(a) waiver).
- E.14.24. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), Section 1171(5)(E) of the Social Security Act as enacted by HIPAA.
- E.14.25. Title IX of the Education Amendments of 1972 regarding education programs and activities.
- E.14.26. Title 42 CFR 422.208 and 210, Physician Incentive Plans.
- E.14.27. Equal Employment Opportunity (EEO) Provisions.
- E.14.28. Copeland Anti-Kickback Act.
- E.14.29. Davis-Bacon Act.
- E.14.30. Contract Work Hours and Safety Standards.
- E.14.31. Rights to Inventions Made Under a Contract or Agreement.
- E.14.32. Byrd Anti-Lobbying Amendment.
- E.14.33. Subcontracts in excess of one hundred thousand dollars (\$100,000) shall require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- E.14.34. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
- E.14.35. TennCare Reform Legislation signed May 11, 2004.

- E.14.36. Federal Pro-Children Act of 1994 and the Tennessee Children’s Act for Clean Indoor Air of 1995.
- E.14.37. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2.
- E.14.38. Title 33 (Mental Health Law) of the Tennessee Code Annotated.
- E.14.39. Rules of the Tennessee Department of Mental Health and Developmental Disabilities, Rule 0940 et seq.
- E.14.40. Section 1902(a)(68) of the Social Security Act regarding employee education about false claims recovery.
- E.14.41. TennCare rules and regulations.
- E.14.42. T.C.A. 3-6-101 et seq., 3-6-201 et seq., 3-6-301 et seq., and 8-50-505.
- E.14.43. T.C.A. 71-6-101 et seq.
- E.14.44. T.C.A. 37-1-401 et seq. and 37-1-601 et seq.
- E.14.45. T.C.A. 68-11-1001 et seq.
- E.14.46. T.C.A. 71-5-1401 et seq.
- E.14.47. T.C.A. 71-5-1003 et seq., 71-5-1005 et seq.
- E.14.48. Patient Protection and Affordable Care Act (PPACA).
- E.14.49. The Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) as amended by PPACA.
- E.14.50. The minimum and maximum hospital aggregate reimbursement levels as defined in Public Chapter 276, “The Annual Coverage Assessment Act of 2015”
- E.14.51. Section 1914 of Title XIX of the Social Security Act and 42 CFR §447.30.
- E.14.52. CMS-regulation (CMS-9115-F).
- E.14.53. 21st Century Cures Act (the Cures Act).
- E.14.54. Rules of the Tennessee Department of Intellectual and Developmental Disabilities, Rule 0645, et seq.

**E.15. CONTRACTOR’S CHALLENGE OF APPLICABLE LAWS AND REGULATIONS**

- E.15.1. Nothing contained herein shall prejudice, restrict or otherwise limit the Contractor’s right to initiate action challenging such applicable requirements in a court of competent jurisdiction, including seeking to stay or enjoin the applicability or incorporation of such requirements into this Contract.

#### **E.16. PROGRAM INFORMATION**

TennCare does not provide legal advice to Contractor but upon request, TennCare shall provide the Contractor information with respect to pertinent statutes, regulations, rules, policies, procedures, and guidelines affecting the Contractor's operation pursuant to this Contract.

#### **E.17. QUESTIONS ON POLICY DETERMINATIONS**

On an ongoing basis, should the Contractor have a question on policy determinations, benefits or operating guidelines, the Contractor shall request a determination from TennCare in writing. The State shall have thirty (30) calendar days to make a determination and respond unless specified otherwise. Should TennCare not respond in the required amount of time, the Contractor shall not be penalized as a result of implementing items awaiting approval. However, failure to respond timely shall not preclude the State from requiring the Contractor to respond or modify the policy or operating guideline prospectively. The Contractor shall be afforded at least sixty (60) calendar days to implement the modification.

#### **E.18. INTERPRETATIONS**

Any dispute between the Contractor and TennCare concerning the clarification, interpretation and application of all federal and state laws, regulations, or policy or consent decrees or court orders governing or in any way affecting this Contract shall be determined by TennCare. When a clarification, interpretation and application is required, the Contractor shall submit a written request to TennCare. TennCare will contact the appropriate agencies in responding to the request by submitting the written request to the agency within thirty (30) calendar days after receiving that request from the Contractor. Any clarifications received pursuant to requests for clarification, interpretation and application shall be forwarded upon receipt to the Contractor. Nothing in this Section shall be construed as a waiver by the Contractor of any legal right it may have to contest the findings of either the state or federal governments or both as they relate to the clarification, interpretation and application of statute, regulation, or policy or consent decrees or court orders.

#### **E.19. CONTRACTOR APPEAL RIGHTS**

The Contractor must have the right to contest TennCare decisions pursuant to the provisions of T.C.A. 9-8-301 et seq. for the resolution of disputes under this Contract. Written notice describing the substance and basis of the contested action shall be submitted to TennCare within thirty (30) calendar days of the action taken by TennCare. The Contractor shall comply with all requirements contained within this Contract pending the final resolution of the contested action.

#### **E.20. DISPUTES**

Any claim by the Contractor against TennCare arising out of the breach of this Contract shall be handled in accordance with the provision of T.C.A. 9-8-301, et seq. Provided, however, the Contractor agrees that the Contractor shall give notice to TennCare of its claim thirty (30) calendar days prior to filing the claim in accordance with T.C.A. 9-8-301, et seq.

#### **E.21. NOTIFICATION OF LEGAL ACTION AGAINST THE CONTRACTOR**

The Contractor shall give TennCare and TDCI immediate notification in writing by certified mail (or other means such as overnight delivery reasonably designed to document delivery) within five (5) business days of the Contractor being served with any administrative or legal action or complaint filed regarding any claim in law or equity made against the Contractor or an affiliate of the Contractor (including but not limited to a parent company), that would materially impact either such affiliate's ability to operate its business or the Contractor's performance of duties hereunder. The Contractor shall also provide similar notice of any arbitration proceedings instituted between a provider and the Contractor. The Contractor shall ensure that all tasks related to the provider agreement are performed in accordance with the terms of this Contract. It is the intent of this provision that the Contractor notify TennCare of any and all actions described herein that may affect the Contractor's financial viability and/or program operations or integrity.

## **E.22. DATA THAT MUST BE CERTIFIED**

E.22.1. In accordance with 42 CFR 438.604 and 438.606, when State payments to the Contractor are based on data submitted by the Contractor, the Contractor shall certify the data. The data that shall be certified include, but are not limited to, enrollment information, encounter data, and other information required by the State and contained in contracts, proposals and related documents including the Medical Fund Target report. The data shall be certified by one of the following: the Contractor's Chief Executive Officer, the Contractor's Chief Financial Officer, or an individual who has delegated authority to sign for, and who reports directly to the Contractor's Chief Executive Officer or Chief Financial Officer. The certification shall attest, based on best knowledge, information, and belief, as follows:

22.1.1. To the accuracy, completeness and truthfulness of the data; and

22.1.2. To the accuracy, completeness and truthfulness of the documents specified by the State.

E.22.2. The Contractor shall submit the certification concurrently with the certified data.

## **E.23. USE OF DATA**

TennCare shall have unlimited but not exclusive rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor resulting from this Contract. However, TennCare shall not disclose proprietary information that is afforded confidential status by state or federal law.

## **E.24. WAIVER**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract may be waived except by written agreement of the Contract signatories or in the event the signatory for a party is no longer empowered to sign such Agreement, the signatory's replacement. Forbearance, forgiveness, or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, or undertakings,

the other party shall have the right to invoke any remedy available under law or equity notwithstanding any such forbearance, forgiveness or indulgence.

**E.25. AGREEMENT VARIATION/SEVERABILITY**

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both TennCare and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration of finding and shall be fully performed. In addition, if the laws or regulations governing this Contract should be amended or judicially interpreted as to render the fulfillment of the Contract impossible or economically unfeasible, both TennCare and the Contractor shall be discharged from further obligations created under the terms of the Contract.

**E.26. CONFLICT OF INTEREST**

E.26.1. The Contractor warrants that no part of the total Agreement amount provided herein shall be paid directly, indirectly or through a parent organization, subsidiary or an affiliate organization to any state or federal officer or employee of the State of Tennessee or any immediate family member of a state or federal officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract unless disclosed to the Commissioner, Tennessee Department of Finance and Administration. For purposes of Section E.26 and its subparts of this contract, “immediate family member” shall mean a spouse or minor child(ren) living in the household.

26.1.1. Quarterly, by January 30, April 30, July 30, and October 30 each year, or at other times or intervals as designated by TennCare, disclosure shall be made by the Contractor to TennCare, Department of Finance and Administration in writing. The disclosure shall include, but not be limited to, the following:

26.1.1.1. A list of any state or federal officer or employee of the State of Tennessee as well as any immediate family member of a state or federal officer or employee of the State of Tennessee who receives wages or compensation from the Contractor; and

26.1.1.2. A statement of the reason or purpose for the wages or compensation.

26.1.1.3. The disclosures shall be made by the Contractor and reviewed by TennCare and other state agencies in accordance with State ethics and procurement laws and policies.

26.1.2. This Contract may be terminated by TennCare and/or the Contractor may be subject to sanctions, including liquidated damages, under this Contract if it is determined that the Contractor, its agents or employees offered or gave gratuities of any kind to any state or federal officials or employees of the State of Tennessee or any immediate family member of a state or federal officer or employee of the State of Tennessee if the offering or giving of said gratuity is in contravention or violation of state or federal law. It is understood by and between the parties that the failure to disclose information as required under Section E.26 of this Contract may result in termination of this Contract and the Contractor may be subject to sanctions, including liquidated damages in

accordance with Section E.27 of this Contract. The Contractor certifies that no member of or delegate of Congress, the United States General Accounting Office, DHHS, CMS, or any other federal agency has or will benefit financially or materially from this Contract.

E.26.2. **Conflict of Interest regarding HCBS Authorization.** The State gives its assurances that the entity authorizing HCBS is external to the agency or agencies that actually provide(s) HCBS, and that contracts with MCOs reflect this separation of assessment, treatment planning, and service provision functions.

E.26.3. The Contractor shall include language in all subcontracts and provider agreements and any and all agreements that result from this Contract between Contractor and TennCare to ensure that it is maintaining adequate internal controls to detect and prevent conflicts of interest from occurring at all levels of the organization. Said language may make applicable the provisions of Section E.26 to all subcontracts, provider agreements and all agreements that result from the Contract between the Contractor and TennCare.

## **E.27. FAILURE TO MEET AGREEMENT REQUIREMENTS**

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

### **E.27.1. Intermediate Sanctions**

27.1.1. TennCare may impose any or all of the sanctions as described in this Section upon TennCare's reasonable determination that the Contractor failed to comply with any Corrective Action Plan (CAP) as described under Section 2.25.10 or Section 2.23.14 of this Contract, or is otherwise deficient in the performance of its obligations under the Contract, which shall include, but may not be limited to the following:

- 27.1.1.1. Fails substantially to provide medically necessary covered services;
- 27.1.1.2. Imposes on members cost sharing responsibilities that are in excess of the cost sharing permitted by TennCare;
- 27.1.1.3. Acts to discriminate among enrollees on the basis of their health status or need for health care services;
- 27.1.1.4. Misrepresents or falsifies information that it furnishes to CMS or to the State;

- 27.1.1.5. Misrepresents or falsifies information that it furnishes to a member, potential member, or provider;
- 27.1.1.6. Fails to comply with the requirements for physician incentive plans, as required by 42 CFR 438.3 and set forth (for Medicare) in 42 CFR 422.208 and 422.210;
- 27.1.1.7. Has distributed directly, or indirectly through any agent or independent contractor, marketing or member materials that have not been approved by the State or that contain false or materially misleading information; and
- 27.1.1.8. Has violated any of the other applicable requirements of Sections 1903(m), 1905(t) or 1932 of the Social Security Act and any implementing regulations.
- 27.1.2. TennCare shall only impose those sanctions it determines to be appropriate for the deficiencies identified. However, TennCare may impose intermediate sanctions on the Contractor simultaneously with the development and implementation of a Corrective Action Plan if the deficiencies are severe and/or numerous. TennCare will provide the Contractor with timely written notice before imposing any intermediate sanction (other than required temporary management). Intermediate sanctions may include:
  - 27.1.2.1. Liquidated damages as described in Section E.27.2;
  - 27.1.2.2. Suspension of enrollment in the Contractor's MCO;
  - 27.1.2.3. Disenrollment of members;
  - 27.1.2.4. Limitation of the Contractor's service area;
  - 27.1.2.5. Civil monetary penalties as described in 42 CFR 438.704, including civil monetary penalty of up to \$25,000 for each failure to provide services;
  - 27.1.2.6. Appointment of temporary management for an MCO as provided in 42 CFR 438.706. If the State imposes temporary management because the Contractor has repeatedly failed to meet substantive requirements in sections 1903(m) or 1932 of the Act or 42 CFR 438, the State will notify affected enrollees of their right to terminate enrollment without cause;
  - 27.1.2.7. Suspension of all new enrollment, including default enrollment, after the effective date of the sanction;
  - 27.1.2.8. Suspension of payment for members enrolled after the effective date of the sanction and until CMS or the State is satisfied that the reason for imposition of the sanction no longer exists and is not likely to recur; or
  - 27.1.2.9. Additional sanctions allowed under federal law or state statute or regulation that address areas of noncompliance.

**E.27.2. Liquidated Damages**



27.2.1. Reports and Deliverables

- 27.2.1.1. For each day that a report or deliverable is late, incorrect, incomplete, or deficient, the Contractor shall be liable to TennCare for liquidated damages in the amount of one hundred dollars (\$100) per day per report or deliverable unless specified otherwise in this Section. Liquidated damages for late reports/deliverables shall begin on the first day the report/deliverable is late.
- 27.2.1.2. Liquidated damages for incorrect reports or deficient deliverables shall begin on the first day after the report/deliverable was due.
- 27.2.1.3. For the purposes of determining liquidated damages in accordance with this Section, reports or deliverables are due as specified elsewhere in this Contract or by TennCare.

27.2.2. Program Issues

- 27.2.2.1. Liquidated damages for failure to perform specific responsibilities or requirements as described in this Contract are shown in the chart below. Damages are grouped into three categories: **Level A**, **Level B**, and **Level C** program issues.
- 27.2.2.2. Failure to perform specific responsibilities or requirements categorized as Level A are those which pose a significant threat to patient care or to the continued viability of the TennCare program.
- 27.2.2.3. Failure to perform specific responsibilities or requirements categorized as Level B are those with pose threats to the integrity of the TennCare program, but which do not necessarily imperil patient care.
- 27.2.2.4. Failure to perform specific responsibilities or requirements categorized as Level C are those which represent threats to the smooth and efficient operation of the TennCare program but which do not imperil patient care or the integrity of the TennCare program.
- 27.2.2.5. TennCare may also assess liquidated damages for failure to meet performance standards as provided in Section 2.24.5 and Attachment XI of this Contract.
- 27.2.2.6. TennCare reserves the right to assess a general liquidated damage of five hundred dollars (\$500) per occurrence with any notice of deficiency.
  - 27.2.2.6.1. In circumstances for which TennCare has applied this general liquidated damage to a notice of a deficiency that is related in any way to CHOICES care coordination processes and requirements which shall be determined by TennCare, the amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract.
- 27.2.2.7. *Liquidated Damages Chart*

LEVEL	PERFORMANCE/ PROGRAM ISSUES		DAMAGE
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<b>A.1(a)</b>	Failure to comply with claims processing as described in Section A.2.22 of this Contract	\$10,000 per month, for each month that TennCare determines that the Contractor is not in compliance with the requirements of Section A.2.22 of this Contract
<b>A.1(b)</b>	Failure to process and pay ICF/IID and 1915(c) waiver claims as prescribed in 2.22.4.3	\$10,000 per month, for each month that TennCare determines that the Contractor is not in compliance with the requirements of Section 2.22.4.3 of this Contract
<b>A.2</b>	Failure to comply with licensure and background check requirements in Section 2.29.2 and Attachment XI of this Contract	\$5,000 per calendar day that staff/provider/driver/agent/subcontractor is not licensed or qualified as required by applicable state or local law plus the amount paid to the staff/provider/driver/agent/subcontractor during that period
<b>A.3</b>	Failure to respond to a request by DCS or TennCare to provide service(s) to a child in DCS custody or at risk of entering DCS custody	The actual amount paid by DCS and/or TennCare for necessary services or \$1,000, whichever is greater
<b>A.4(a)</b>	Failure to comply with obligations and time frames in the delivery of TennCare Kids screens and related services	MCO Statewide EPSDT Rate, as determined from CMS416 Report: Below 70%: \$75,000 Between 71% - 75%: \$50,000 Between 76% - 79%: \$25,000  AND \$25,000 per Region for Screening Rate below 80% as determined from CMS 416 MCO Report  \$50,000 per Region for Screening Rate below 75% as determined from CMS 416 MCO Report
<b>A.4 (b)</b>	Failure to timely screen for and provide all applicable TennCare Kids services to members under age twenty-one (21) in accordance with TennCare and federal requirements including TennCare rules and regulations, TennCare policies and procedures, 42 USC 1396a(a)(43), 1396d(a) and (r), 42 CFR Part 441, Subpart B, the Omnibus Budget Reconciliation Act of 1989, and the State Medicaid Manual. TennCare Kids services means early and periodic screening, diagnosis and treatment of members under age twenty-one (21) to ascertain	\$25,000 per member per occurrence, for each occurrence that TennCare determines the Contractor is not in compliance with Sections 2.7.7.1.1, and E.27 of this Contract

	children’s individual (or individualized/or on an individual basis) physical and mental defects, and providing treatment to correct or ameliorate, or prevent from worsening defects and physical and mental illnesses and conditions discovered by the screening services, regardless of whether the required service is a covered benefit as described in Section 2.6.1. Provision of HCBS services alone, without simultaneously screening for and providing all applicable TennCare Kids services, shall be deemed a violation of Contract Sections 2.7.7.1.1, A.3 and E.27 which shall subject the Contractor to the liquidated damages set forth herein	
<b>A.5</b>	Denial of a request for services to a child in DCS custody or at risk of entering DCS custody when the services have been reviewed and authorized by the TennCare Chief Medical Officer	The actual amount paid by DCS and/or TennCare for necessary services or \$1,000, whichever is greater
<b>A.6(a)</b>	Failure to timely authorize and arrange provision of a benefit directed by TennCare. “Timely” means as quickly as the enrollee's condition requires, but no later than within seventy-two (72) hours of the date the directive was issued. See Sections 2.19.9.3 and 2.19.9.4	\$500 per calendar day Contractor is in default, plus: either (1) amounts sufficient to offset any savings Contractor garnered by failing to authorize provision of the benefit, or (2) actual cost to have the benefit conferred by an alternate contractor
<b>A.6(b)</b>	Failure to timely authorize and arrange provision of a benefit approved by the Contractor on Reconsideration during the SFH process. “Timely” means as quickly as the enrollee’s condition requires, but no later than within seventy-two (72) hours of receiving the approval decision. See section 2.19.9.4	\$500 per calendar day Contractor is in default, plus: either (1) amounts sufficient to offset any savings Contractor garnered by failing to authorize provision of the benefit, or (2) actual cost to have the benefit conferred by an alternate contractor
<b>A.6(c)</b>	Failure to authorize reimbursement pursuant to a TennCare directive within seventy-two (72) hours of the date	\$500 per calendar for each day Contractor is in default

	the directive was issued. See Sections 2.19.9.3 and 2.19.9.4		
<b>A.6(d)</b>	Proof of Compliance: Upon enrollee's receipt of the benefit or reimbursement authorized and arranged pursuant to A.6. (a)-(c), Contractor must supply TennCare with proof that enrollee actually received the directed benefit or benefit reimbursement. Absent TennCare approval of a good cause exception, failure to, within five (5) business days, supply TennCare with proof that the benefit has been rendered (or reimbursement has been sent). See Sections 2.19.9.3 and 2.19.9.4		\$500 per calendar day Contractor is in default, plus: either (1) amounts sufficient to offset any savings Contractor garnered by failing to authorize provision of the benefit, or (2) actual cost to have the benefit conferred by an alternate contractor
<b>A.7</b>	Failure to comply with this Contract and federal rules/law regarding Sterilizations/Abortions/Hysterectomies as outlined in Section 2.7.10 of this Contract		\$500 per occurrence or the actual amount of the federal penalty created by the Contractor's failure to comply, whichever is greater
<b>A.8</b>	Failure to provide coverage for prenatal care without a delay in care and in accordance with Section 2.7.7 of this Contract		\$500 per day, per occurrence, for each calendar day that care is not provided in accordance with the terms of this Contract
<b>A.9</b>	Failure to provide continuation or restoration of benefits in accordance with section 2.19.9		\$500 per calendar day Contractor is in default, plus: either (1) amounts sufficient to offset any savings Contractor garnered by failing to authorize provision continuation or restoration of benefits, or (2) actual cost to have the benefit conferred by an alternate contractor
<b>A.10</b>	Failure to confer a timely and content-compliant Notice of Adverse Benefit Determination in accordance with sections 2.19.2		\$500 per calendar day Contractor is in default
<b>A.11</b>	Missed Home Health or Private Duty Nursing Shifts. Absent documentation establishing good cause in accordance with applicable TennCare policy, failure to provide authorized home health services (including home health aide services, home health or private duty nursing services, therapy services and other related services furnished in the enrollee's home).		\$500 per calendar day Contractor is in default, plus: either (1) amounts sufficient to offset any savings Contractor garnered by failing to ensure provision of the benefit, or (2) actual cost to have the benefit conferred by an alternate contractor

<b>A.12</b>	Failure to provide a timely and complete response to a TennCare request for the Contractor's internal Appeal file or for Appeal-related documentation, such as notices issued to enrollee, medical records, and prior authorization requests and decisions.		\$500 per calendar day Contractor is in default
<b>A.13</b>	Identification of a systemic failure of Contractor's Appeal System, as evidenced by Contractor's failure to meet compliance requirements for any aspect of the Appeal system in over 20% of Appealed cases during a 60-day period		\$500 per calendar day Contractor is in default until a TennCare-approved Corrective Action Plan is fully implemented by the Contractor
<b>A.14(a)</b>	Failure to (1) provide an approved service timely, i.e., in accordance with timelines specified in this Contract, or when not specified therein, with reasonable promptness; or (2) issue appropriate notice of delay with documentation upon request of ongoing diligent efforts to provide such approved service		The cost of services not provided plus \$500 per day, per occurrence, for each day (1) that approved care is not provided timely; or (2) notice of delay is not provided and/or the Contractor fails to provide upon request sufficient documentation of ongoing diligent efforts to provide such approved service
<b>A.14(b)</b>	Failure to review nursing and aide care notes and the results of face-to-face assessments, including care coordination or case management visits conducted by the Contractor, prior to the reduction of any covered home health or private duty nursing services prescribed by a treating physician for a chronic condition, or to provide such documentation which supports the Contractor's medical necessity determination to TennCare upon request.		The cost of home health or private duty nursing services not provided plus \$500 per day, per occurrence, for each day that care was not provided (i.e., denied or reduced)
<b>A.14(c)</b>	Failure to conduct prior authorization processes for home health or private duty nursing in accordance with service definitions in TennCare Rule 1200-13-13-01, medical necessity requirements at 1200-13-16, and		The cost of home health or private duty nursing services provided plus \$500 per day, per occurrence, for each day that home health or private duty nursing services were approved and provided in a manner that does not comport with service definitions in TennCare Rule 1200-13-13-01, medical necessity requirements at 1200-13-

	specific prior authorization requirements at 1200-13-13-04(6).	16, and specific prior authorization requirements at 1200-13-13-04(6)
<b>A.15</b>	Failure to confer a timely response to a contracted provider's request for Prior Authorization in accordance with 42 C.F.R. §438.210(d)	\$500 per calendar day Contractor is in default
<b>A.16(a)</b>	Enrollee Benefit Appeals. Failure to confer a timely and complete response to an <i>On Request Report</i> instructing Contractor to determine whether a request for SFH warrants expedited resolution.	\$500 per calendar day Contractor is in default
<b>A.16(b)</b>	Enrollee Benefit Appeals. Failure to confer a timely and complete response to an <i>On Request Report</i> instructing Contractor to conduct Reconsideration of the Contractor -proposed Adverse Benefit Determination. The Reconsideration response shall contain the written medical review, the Contractor's Reconsideration decision and all information on which the decision was based.	\$500 per calendar day Contractor is in default
<b>A.16(c)</b>	Enrollee Benefit Appeals. Failure to provide a timely and complete response to a TennCare request for appeal-related documentation including but not limited to: <ul style="list-style-type: none"> <li>• prior authorization requests and decisions,</li> <li>• notices of ABD issued to enrollee,</li> <li>• Evidence-based criteria and other Contractor guidelines forming the basis for Contractor's ABD,</li> <li>• enrollee medical records and medical history considered by the Contractor in its PA or Reconsideration determination,</li> <li>• enrollee medical records submitted in relation to the PA or SFH request,</li> <li>• Medical Necessity reviews conducted by Contractor in</li> </ul>	\$500 per calendar day Contractor is in default

	<p>relation to the PA or Reconsideration request, and</p> <ul style="list-style-type: none"> <li>Any other information related to the benefit under dispute.</li> </ul>		
<b>A.16(d)</b>	<p>Enrollee Benefit Appeals. Failure to submit an expedited appeal/SFH request to TennCare within one (1) business day.</p>		\$500 per calendar day Contractor is in default
<b>A.16(e)</b>	<p>Enrollee Benefit Appeals. Failure to submit a standard appeal/SFH request to TennCare within five (5) business days.</p>		\$500 per calendar day Contractor is in default
<b>A.16(f)</b>	<p>Failure to notify TennCare prior to issuing an adverse benefit determination reducing or terminating services of any member age twenty-one (21) or older receiving PDN and/or HH services in excess of adult benefit limits and/or coverage criteria.</p>		\$500 per enrollee per occurrence
<b>A.17</b>	<p>Failure to comply with the time frames for developing and approving a plan of care for transitioning CHOICES members in Group 2 or 3, authorizing and initiating nursing facility services for transitioning CHOICES members in Group 1, or initiating long-term care services for CHOICES members (see Sections 2.9.2, 2.9.3, and 2.9.7)</p>		<p>\$5,000 per month that the Contractor's performance is 85-89% by service setting (nursing facility or HCBS)  \$10,000 per month that the Contractor's performance is 80-84% by service setting (nursing facility or HCBS)  \$15,000 per month that the Contractor's performance is 75-79% by service setting (nursing facility or HCBS)  \$20,000 per month that the Contractor's performance is 70-74% by service setting (nursing facility or HCBS)  \$25,000 per month that the Contractor's performance is 69% or less by service setting (nursing facility or HCBS)</p> <p>These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract</p> <p>TennCare may opt, at its discretion, to apply a \$500 per occurrence assessment in lieu of the methodology described above. This per occurrence amount shall be multiplied by two (2), totaling a \$1,000 per occurrence assessment when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.12.9 of this Contract</p>

<b>A.18(a)</b>	Failure to meet the performance standards established by TennCare regarding missed visits for personal care, attendant care, or home-delivered meals (referred to herein as “specified HCBS”) for members in CHOICES Group 2 or 3		\$5,000 per month that 11-15% of visits are missed for a reason attributable to the provider (provider initiated), by specified HCBS \$10,000 per month that 16-20% of visits are missed for a reason attributable to the provider (provider initiated), by specified HCBS \$15,000 per month that 21-25% of visits are missed for a reason attributable to the provider (provider initiated), by specified HCBS \$20,000 per month that 26-30% of visits are missed for a reason attributable to the provider (provider initiated), by specified HCBS \$25,000 per month that 31% or more of visits are missed for a reason attributable to the provider (provider initiated), by specified HCBS
<b>A.18(b)</b>	Failure to conduct ongoing real-time monitoring of missed and late visits (see 2.9.7.10.2.1.9 and 2.9.7.13.1.11)		\$5,000 per occurrence
<b>A.18(c)</b>	Failure to address service gaps, and ensure that back-up plans are implemented and effectively working (see 2.9.7.10.2.1.10 and 2.9.7.13.1.11)		\$5,000 per occurrence
<b>A.19</b>	Failure to provide continuity of care or payment, as applicable, consistent with the services in place prior to the member’s enrollment in the Contractor’s CHOICES or 1915(c) waiver Program for a CHOICES or 1915(c) waiver member transferring from another MCO or upon CHOICES implementation in the Grand Region (see Sections 2.9.2 and 2.9.3)		\$500 per day beginning on the next calendar day after default by the Contractor in addition to the cost of the services not provided  These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.12. of this Contract
<b>A.20(a)</b>	Failure to complete a comprehensive assessment, develop a plan of care, and authorize and initiate all long-term care services specified in the plan of care for a CHOICES member within specified timelines (see Section 2.9.7)		\$500 per day for each service not initiated timely beginning on the next calendar day after default by the Contractor in addition to the cost of the services not provided  These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.12. of this Contract
<b>A.20(b)</b>	Failure to follow and complete the Employment Informed Choice process for 1915(c) waiver members, as applicable (see Section 2.9.7.1.4)		\$500 per member per day for each day that the Employment Informed Choice process is not completed as specified in this Contract and pursuant to TennCare protocol.



			These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.12 of this Contract
<b>A.21</b>	Failure to develop a PCSP for CHOICES and/or Katie Beckett Part A members that includes all of the required elements including but not limited to appropriate TennCare Medicaid benefits such as HH, PDN, and/or BH services (i.e. non-CHOICES, non-Katie Beckett Part A), meets PCSP quality standards specified by TennCare, and which has been reviewed with and signed and dated by the member or their representative, unless the member/representative refuses to sign which shall be documented in writing		\$500 per deficient PCSP  These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>A.22</b>	Failure to process a referral by or on behalf of the Contractor's member for enrollment in the CHOICES program in accordance with specified requirements and timelines (see Section 2.9.7)		\$500 per day for each day the Contractor was delinquent in completing the referral  These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>A.23</b>	Failure to initiate disenrollment of any member who is not receiving TennCare-reimbursed long-term care services and is not expected to resume receiving long-term care services within the next thirty (30) days in accordance with 2.6.1.5.6.		\$1000 per occurrence plus \$1000 for each month for which the capitation payment amount must be adjusted  These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>A.24</b>	Failure to facilitate transfers between nursing facilities or to facilitate transitions between CHOICES Groups accordance with 2.9.7.11.1.1.5 and 2.9.7.11.2.1.20		\$500 per occurrence  These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>A.25</b>	Failure by the Contractor to ensure that all TennCare data containing protected health information (PHI), as defined by HIPAA, is secured through commercially reasonable methodology in compliance with HITECH, such that it is rendered		\$500 per enrollee per occurrence, AND If the State deems credit monitoring and/or identity theft safeguards are needed to protect those TennCare enrollees whose PHI was placed at risk by Contractor's failure to comply with the terms of this Contract, the Contractor shall be liable for all costs associated with the provision of such monitoring and/or safeguard services.

	<p>unreadable and indecipherable to unauthorized individuals through encryption or destruction, that compromises the security or privacy of TennCare enrollee PHI (See also ancillary Business Associate Agreement between the parties)</p>	
<b>A.26</b>	<p>Failure by the Contractor to execute the appropriate agreements to effectuate transfer and exchange of TennCare enrollee PHI or TennCare confidential information including, but not limited to, a data use agreement, trading partner agreement, business associate agreement or qualified protective order prior to the use or disclosure of PHI to a third party (See ancillary Business Associate Agreement between the parties)</p>	<p>\$500 per enrollee per occurrence</p>
<b>A.27</b>	<p>Failure by the Contractor to seek express written approval from TennCare prior to the use or disclosure of TennCare enrollee data or TennCare confidential information in any form via any medium with any third party beyond the boundaries and jurisdiction of the United States (See ancillary Business Associate Agreement between the parties)</p>	<p>\$1,000 per enrollee per occurrence</p>
<b>A.28</b>	<p>Failure by the Contractor to timely report violations in the access, use and disclosure of PHI or timely report a security incident or timely make a notification of breach or notification of provisional breach (See also ancillary Business Associate Agreement between the parties)</p>	<p>\$500 per enrollee per occurrence, not to exceed \$10,000,000</p>
<b>A.29</b>	<p>Failure to process a transition referral, including completion of a face-to-face transition screening and assessment and development of a transition plan timely and in accordance with 2.9.7.8 and TennCare policy and protocols</p>	<p>\$500 per occurrence</p> <p>These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract</p>

<p><b>A.30</b></p>	<p>Failure to initiate CHOICES HCBS or for children under age 21, EPSDT benefits provided as an alternative to nursing facility care in accordance with the member’s plan of care and to ensure that such HCBS or EPSDT benefits are in place immediately upon transition from a nursing facility to the community for any person transitioning from a nursing facility (i.e., CHOICES Group 1) to the community (i.e., CHOICES Group 2 or 3), including persons enrolled in MFP (see Sections 2.8.8.8.5, 2.9.7.8.17)</p>	<p>\$500 per day for each day that HCBS are not in place following transition from a nursing facility (i.e., CHOICES Group 1) to the community (i.e., CHOICES Group 2) in addition to the cost of services not provided</p> <p>These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section A.2.9.7.13.12 of this Contract</p>
<p><b>A.31</b></p>	<p>Failure to complete in a timely manner minimum care coordination contacts required for persons transitioned from a nursing facility to CHOICES Group 2, including post-discharge and following a significant change in circumstances (see Sections 2.9.7 and 2.9.9)</p>	<p>\$500 per occurrence</p> <p>These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract</p>
<p><b>A.32</b></p>	<p>Failure to submit complete and accurate data into PAE Tracking System pertaining to MFP, or to comply with all data collection processes and timelines established by TennCare in policy or protocol in order to gather data required to comply with tracking and reporting requirements pertaining to MFP. This shall include (but is not limited to) attestations pertaining to Eligible Individual and Qualified Residence, changes of residence, inpatient facility admissions and discharges, reasons for re-institutionalization, and reasons for disenrollment from MFP.</p>	<p>\$500 per occurrence</p> <p>These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract</p>
<p><b>A.33</b></p>	<p>Failure to ensure that a level of care (i.e., PAE) and supporting documentation, including the <i>Safety Determination Request Form</i>, if appropriate, submitted with the level of care is accurate</p>	<p>\$2,000 per occurrence</p> <p>These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract</p>

	and complete, satisfies all technical requirements specified by TennCare, and accurately reflects the member's current medical and functional status. (see Section 2.9.7.3.14)		
<b>A.34</b>	Failure to ensure that a member utilizing the short-term stay benefit is transitioned from Group 2 or Group 3, as applicable, to Group 1 at any time a) it is determined that the stay will not be short-term or the member will not transition back to the community; and b) prior to exhausting the ninety (90)-day short-term NF benefit covered for CHOICES Group 2 and Group 3 members (see Section 2.6.1.5.3.1)		\$500 per day, per occurrence for each calendar day that a member exceeds the ninety (90) day benefit limit in accordance with this Contract. These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>A.35</b>	Failure to complete and submit to TennCare at least eight (8) business days prior to expiration of a member's current LOC eligibility segment, a new LOC assessment, including all required supporting documentation needed to appropriately determine the member's LOC eligibility going forward (see Section 2.9.7.11.3.1.2)		\$500 per day, per occurrence for each calendar day beyond eight (8) business days prior to expiration of the member's current LOC eligibility segment. These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>A.36</b>	Failure to complete and submit a safety determination request upon referral from TennCare or as part of ongoing care coordination pursuant to Sections 2.9.7.3.14.6 and 2.9.7.12.2.1.13		\$500 per day after five (5) business days from the notification of referral from TennCare if the Contractor has not submitted a completed safety determination request to TennCare pursuant to 2.9.7.3.14.6.  \$2,000 per occurrence for safety determination requests not completed and submitted to TennCare during ongoing care coordination pursuant to 2.9.7.12.2.1.13. These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>A.37</b>	Failure to complete the PAE process and/or ensure that a PAE is submitted to TennCare within twenty (20) business days of the enrollment visit, per Section 2.9.7.15, on all referrals, except		\$500 per day beginning twenty (20) business days after completion of the enrollment visit until date of PAE submission

	those individuals who are screened out who do not subsequently request to continue the intake process or individuals who choose to terminate the intake process, which must be documented in writing		
<b>A.38</b>	Failure to conduct and submit level of care reassessments pursuant to the requirements in Sections 2.9.7.11.3.1.1 and 2.9.7.11.3.1.1.3.2		\$500 per day, per occurrence for each applicable timeline violated in Sections 2.9.7.11.3.1.1 and 2.9.7.11.3.1.1.3.2. These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>A.39</b>	Failure to report deficiencies related to ERC threshold standards of care and licensure rule violations to the Tennessee Department of Health within twenty-four (24) hours of discovery		\$500 per day beginning twenty-four (24) hours after the discovery of the deficiency if the deficiency is not reported within twenty-four (24) hours to the Tennessee Department of Health (See Section 2.25.9.10)
<b>A.40(a)</b>	Failure to provide advance notification to TennCare, as applicable, prior to admitting a member enrolled in any 1915(c) waiver, or any member with I/DD who would qualify for enrollment in any ECF CHOICES Group to a nursing facility, including for short-term stay, or to provide acceptable documentation of thoroughly exploring and exhausting all attempts to provide services in a more integrated community setting, as required in Section 2.6.1.6.5.1		\$500 per day for each day of the inpatient stay for which such required notification was not provided
<b>A.40(b)</b>	Failure to complete a Community Informed Choice process as prescribed by TennCare prior to authorization and payment of ICF/IID services, as required in Section 2.6.1.7.3		\$500 per day for each day of ICF/IID services authorized and paid, plus the cost of such services
<b>A.40(c)</b>	Failure to complete a Community Informed Choice process as prescribed by TennCare for individuals under age 21 seeking admission or admitted to a NF, as required in Section 2.9.7.2.3.6.1.		\$500 per day for each day of NF services authorized and paid, plus the cost of such services

<b>A.41(a)</b>	Failure to timely report CHOICES 1915(c) waiver, and ICF/IID Reportable Events or to timely notify APS or law enforcement when appropriate pursuant to Sections 2.15.7	\$2,000 per occurrence with the failure to timely report CHOICES, 1915(c) waiver, and ICF/IID Reportable Events being a distinct occurrence from the failure to timely report such Reportable Events to APS or law enforcement when appropriate These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.12. of this Contract
<b>A.41(b)</b>	Failure to provide DIDD with the individual's most recent PCSP as soon as possible, but no later than two (2) hours after request from DIDD following a report of notification of a Tier 1 Reportable Event, as required in Section 2.15.7.1.4.2	\$1,000 for each occurrence
<b>A.42</b>	Failure to submit complete and accurate data into the PAE Tracking System pertaining to MFP, or to comply with all data collection processes and timelines established by TennCare in policy or protocol in order to gather data required to comply with tracking and reporting requirements pertaining to MFP. This shall include (but is not limited to) attestations pertaining to Eligible Individual and Qualified Residence, changes of residence, inpatient facility admissions and discharges, reasons for re-institutionalization, and reasons for disenrollment from MFP.	\$500 per occurrence  These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>A.43</b>	Failure to provide the DBM with the name and contact information of a facility willing to take a specific case within ten (10) days of a request by the DBM	\$5,000 per occurrence
<b>A.44</b>	Ensure that Members receive the appropriate level of NEMT service (see Section A.4.4 of Attachment XI)	\$500 per deficiency
<b>A.45</b>	Comply with the NEMT approval and scheduling requirements (see Section A.5.1 of Attachment XI)	Up to \$1,000 per deficiency at TennCare's discretion

<b>A.46</b>	Comply with NEMT requirements regarding Urgent Trips (see Section A.5.7 of Attachment XI)	\$1,500 per deficiency
<b>A.47</b>	Comply with NEMT pick-up and delivery standards (see Section A.6 of Attachment XI)	\$500 per deficiency
<b>A.48</b>	Failure by the Contractor to notify TennCare of an NEMT Accident/ Incident in accordance with Section A.19.5.6 of Attachment XI	\$1,000 per occurrence
<b>A.49</b>	Members discharged from an inpatient psychiatric or residential facility receive a service that qualifies as a post-discharge service as defined in Attachment IX, Exhibit B within seven (7) calendar days of discharge. The standard (benchmark) for compliance is sixty percent (60%)	\$3,000 for each quarter determined to not be in compliance  LD assessed on a regional basis based on regional reporting
<b>A.50</b>	Not more than ten percent (10%) of Members discharged from an inpatient psychiatric or residential facility are readmitted within seven (7) calendar days of discharge	\$1,500 for each quarter determined to not be in compliance  LD assessed on a regional basis based on regional reporting
<b>A.51</b>	Not more than fifteen percent (15%) of Members discharged from an inpatient psychiatric or residential facility are readmitted within thirty (30) calendar days of discharge	\$1,500 for each quarter determined to not be in compliance  LD assessed on a regional basis based on regional reporting
<b>B.1</b>	Failure to provide referral provider listings to PCPs as required by Section 2.14.3.5 of this Contract	\$500 per calendar day
<b>B.2</b>	Failure to provide a timely and acceptable Corrective Action Plan or comply with Corrective Action Plans as required by TennCare	\$500 per calendar day for each day the Corrective Action Plan is late, or for each day the Contractor fails to comply with an accepted corrective action as required by TennCare \$2000 for failure to provide an acceptable initial Corrective Action Plan as determined by TennCare in addition to \$500 per calendar day from the date of notice of deficiency by TennCare for each day the Corrective Action Plan remains deficient If subsequent Corrective Action Plans are deficient, the \$500 per calendar day shall continue until an acceptable plan as determined by TennCare is received

<b>B.3</b>	Failure to submit Audited HEDIS and CAHPS results annually by June 15 as described in Section 2.15.5 and 2.15.6		\$250 per day for every calendar day reports are late
<b>B.4</b>	Failure to submit NCQA Accreditation Report as described in Section 2.15.5		\$500 per day for every calendar day beyond the 10 <sup>th</sup> calendar day Accreditation Status is not reported
<b>B.5</b>	Failure to comply with Conflict of Interest, Lobbying, and/or Gratuities requirements described in Section E.26, E.29, or E.30, or 2.12.9.53		110% of the total amount of compensation paid by the Contractor to inappropriate individuals
<b>B.6</b>	Failure to disclose Lobbying Activities and/or quarterly conflict of interest disclosure as required by Section E.26, E.30, or 2.12.9.53		\$1,000 per day that disclosure is late
<b>B.7</b>	Failure to obtain approval of member materials as required by Section A.2.17 of this Contract		\$500 per day for each calendar day that TennCare determines the Contractor has provided member material that has not been approved by TennCare
<b>B.8</b>	Failure to comply with time frames for providing Member Handbooks, I.D. cards, Provider Directories, Quarterly Member Newsletters, and CHOICES, 1915(c) waiver, and ICF/IID member education materials as required in Section A.2.17		\$5,000 for each occurrence
<b>B.9</b>	Failure to submit general correspondence intended for mass distribution that affects provider services, provider reimbursement, claims processing procedures, or documents that are referenced as a part of a Contractor's provider agreement template(s) to TDCI for review and approval or acceptance		\$500 per day for each calendar day that TennCare determines the Contractor has provided provider information that has not been approved or accepted by TDCI
<b>B.10</b>	If the Contractor knew or should have known that a member has not received long-term services and supports for thirty (30) days or more, failure to report on that member in accordance with Section 2.30.6.3 and 2.30.6.4 (see also Section 2.6.1.5.6 and 2.6.1.7.4)		For each member, an amount equal to the administrative fee prorated for the period of time in which the member did not receive long-term care services



<b>B.11</b>	Failure to achieve and/or maintain financial requirements in accordance with T.C.A.		\$500 per calendar day for each day that financial requirements have not been met
<b>B.12</b>	Failure to submit the Contractor's annual NAIC filing as described in Section 2.30.15.3		\$500 per calendar day
<b>B.13</b>	Failure to submit the Contractor's quarterly NAIC filing as described in Section 2.30.15.3		\$500 per calendar day
<b>B.14</b>	Failure to submit audited financial statements as described in Section 2.30.15.3		\$500 per calendar day
<b>B.15</b>	Failure to comply with fraud, waste, and abuse provisions as described in Section A.2.20 of this Contract		\$500 per calendar day for each day that the Contractor does not comply with fraud, waste, and abuse provisions
<b>B.16</b>	Failure to send collection notices to providers as described in Section 2.30.10.6 of this Contract		\$100 per provider notice per month
<b>B.17</b>	Failure to send detailed reports to TennCare as described in Section 2.30.10 of this Contract		\$500 per day for each day that report is late
<b>B.18</b>	Failure to maintain a Contractor Grievance or Contractor Appeal System as required in Section A.2.19 of this Contract		\$500 per calendar day Contractor is in default
<b>B.19</b>	Failure to maintain required insurance as required in Section 2.21.8 of this Contract		\$500 per calendar day
<b>B.20</b>	Failure to provide a written discharge plan or provision of a defective discharge plan for discharge from a psychiatric inpatient facility or mental health residential treatment facility as required in Section 2.9.10.3.2 of this Contract		\$1,000 per occurrence per case
<b>B.21</b>	Imposing arbitrary utilization guidelines or other quantitative coverage limits as prohibited in Section 2.6.3 and 2.14.1 of this Contract		\$500 per occurrence
<b>B.22</b>	Failure to meet any time frame regarding care coordination for CHOICES members (see Sections 2.9.2, 2.9.3, 2.9.7, 2.9.7.2.3.4(4),		\$5,000 per month for each time frame that the Contractor's performance is 85-89% \$10,000 per month for each time frame that the Contractor's performance is 80-84%

	2.9.7.5.1.1, 2.9.7.11.2.1.2, 2.9.7.11.3, and 2.24.4.2.1) other than the time frames referenced in A.16 or A.17	<p>\$20,000 per month for each time frame that the Contractor's performance is 75-79%</p> <p>\$50,000 per month for each time frame that the Contractor's performance is 70-74%</p> <p>\$100,000 per month for each time frame that the Contractor's performance is 69% or less</p> <p>These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract.</p> <p>TennCare may opt, at its discretion, to apply a \$500 per occurrence assessment in lieu of the methodology described above. This per occurrence amount shall be multiplied by two (2), totaling a \$1,000 per occurrence assessment when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract.</p>
<b>B.23</b>	Failure to completely process a credentialing application or load a TennCare credentialed provider that has an executed provider agreement within thirty (30) calendar days of receipt of a completed application/executed provider agreement, including all necessary documentation and attachments, and signed provider agreement/contract as required in Section 2.11.10 of this Contract	<p>\$5,000 per application that has not been approved and loaded into the Contractor's system or denied within thirty (30) calendar days of receipt of a completed credentialing application and a signed provider agreement/contract if applicable</p> <p>And/Or</p> <p>\$1,000 per application per day for each day beyond thirty (30) calendar days that a completed credentialing application has not been processed as described in Section 2.11.10 of this Contract</p>
<b>B.24</b>	Failure to maintain provider agreements in accordance with Section A.2.12 and Attachment XI of this Contract	\$5,000 per provider agreement found to be non-compliant with the requirements outlined in this Contract
<b>B.25</b>	Failure to comply with the requirements regarding an agreement to audit accounts (Section 2.21.11)	\$1,500 for each day after December 1 of each year that the fully executed agreement for audit accounts is not submitted or for each day after December 1 of each year that the fully executed agreement does not include the required language
<b>B.26</b>	Failure to meet individual Annual Quality Survey standards in subsequent years	\$5000 per occurrence for repeating a deficiency(ies) in subsequent years
<b>B.27</b>	Failure to comply with audit requirements as described in this	\$500 per calendar day for each calendar day that TennCare determines the Contractor to be non-

	Contract, including but not limited to Section 2.25.		compliant with audit requirements and/or requests
<b>B.28</b>	Failure by the Contractor to provide an acceptable Member Satisfaction Survey as required summarizing the methods and findings identifying opportunities for improvement in NEMT Services (see Sections A.17.5 and A.19.5.8 of Attachment XI)		\$2,500 for failure to provide an acceptable survey as required
<b>B.29</b>	Comply with NEMT vehicle standards (see Section A.7 of Attachment XI)		<p>\$1,000 per calendar day per vehicle that is not in compliance with ADA requirements</p> <p>\$1,000 per vehicle that is allowed into service without an inspection in accordance with the requirements of the Contract</p> <p>\$2,500 per calendar day per vehicle that is not in compliance with a vehicle standard that would endanger health or safety for vehicle occupants</p> <p>\$500 per calendar day per vehicle that is not in compliance with a vehicle standard that creates passenger discomfort or inconvenience</p> <p>\$100 per calendar day per vehicle that is not in compliance with an administrative vehicle standard</p>
<b>B.30</b>	Comply with NEMT driver training requirements and driver standards (see Section A.8 of Attachment XI)		\$2,500 per calendar day per driver for each calendar day that a driver is not in compliance with the driver standards
<b>B.31</b>	Comply with NEMT driver requirements as it relates to drug and alcohol testing		<p>The following sanctions are specifically for drug and alcohol standards for NEMT drivers.</p> <p>For the first deficiency: \$5,000 for failure to meet the five percent (5%) requirement for drug and alcohol testing per quarter.</p> <p>For the second deficiency: \$7,500 for failure to meet the five percent (5%) requirement for drug and alcohol testing per quarter.</p> <p>For the third and subsequent deficiencies: \$10,000 for failure to meet the five percent (5%) requirement for drug and alcohol testing per quarter</p>

<b>B.32</b>	Failure by the Contractor to comply with the NEMT pre-validation requirements and the post-validation requirements (see Section A.4.6 and Section A.14.3 of Attachment XI)	<p>\$5,000 for failure to meet the two percent (2%) benchmark for pre-validations of NEMT scheduled trips</p> <p>\$1,000 for failure to meet the two percent (2%) benchmark for post-validations of NEMT trips; and</p> <p>\$100 per calendar day until an acceptable report has been received by TennCare beginning on the date the Contractor is notified of the deficiency</p>
<b>B.33</b>	Failure by the Contractor to enforce the NEMT Member No-Show Policy and adhere to the requirements of the policy provided to you by TennCare (see Section A.11.3 of Attachment XI)	<p>\$100 per occurrence for failure to follow the notification requirements of the No-Show Policy</p> <p>\$100 per occurrence for failure to follow the probationary requirements of the No-Show Policy</p> <p>\$100 per occurrence for failure to administer the No Show policy to a Non-Compliant Member reported to you by the driver</p>
<b>B.34</b>	(Eighty-five) 85% of all calls to the NEMT Call Center are answered by a live voice within (thirty) 30 seconds (see Section A.9 of Attachment XI)	<p>For the first deficiency: \$5,000 for each full percentage point below (eighty-five) 85% per month per line/queue</p> <p>For the second deficiency: \$10,000 for each full percentage point below (eighty-five) 85% per month per line/queue</p> <p>For the third and subsequent deficiencies: \$15,000 for each full percentage point below (eighty-five) 85% per month per line/queue</p>
<b>B.35</b>	Less than five percent (5%) of calls to the NEMT Call Center are abandoned (see Section A.9 of Attachment XI)	<p>For the first deficiency: \$5,000 for each full percentage point above five percent (5%) per month per line/queue</p> <p>For the second deficiency: \$10,000 for each full percentage point above five percent (5%) per month per line/queue</p> <p>For the third and subsequent deficiencies: \$15,000 for each full percentage point above five percent (5%) per month per line/queue</p>
<b>B.36</b>	Average hold time for calls to the NEMT Call Center is no more than three (3) minutes (see Section A.9 of Attachment XI)	<p>For the first deficiency: \$5,000 for each ten (10) seconds over three (3) minutes per month per line/queue</p> <p>For the second deficiency: \$10,000 for each ten (10) seconds over three (3) minutes per month per line/queue</p>

			For the third and subsequent deficiencies: \$15,000 for each ten (10) seconds over three (3) minutes per month per line/queue
<b>B.37</b>	Process ninety percent (90%) of clean NEMT claims (for which no further written information or substantiation is required in order to make payment) within thirty (30) calendar days of the receipt of the claim and process ninety-nine point five percent (99.5%) of all claims (clean and unclean) within sixty (60) calendar days of receipt (see Section A.15.3 and A.15.4 of Attachment XI)		\$10,000 for each month determined not to be in compliance
<b>B.38</b>	Ninety-seven percent (97%) of NEMT claims are paid accurately upon initial submission (see Section A.15.5 of Attachment XI)		\$5,000 for each full percentage point accuracy is below ninety-seven percent (97%) for each reporting period
<b>B.39</b>	<p>Ninety percent (90%) of clean electronic claims (for which no further written information or substantiation is required in order to make payment) for nursing facility services and CHOICES HCBS and ECF CHOICES HCBS are processed and paid within fourteen (14) calendar days of receipt</p> <p>Ninety-nine point five percent (99.5%) of clean electronic claims (for which no further written information or substantiation is required in order to make payment) for nursing facility and CHOICES HCBS and ECF CHOICES HCBS shall be processed and paid within twenty-one (21) calendar days of receipt</p> <p>Claims for ICF/IID and 1915(c) waiver services shall be processed and paid in accordance with the schedule prescribed by TennCare</p> <p>Ninety (90%) of all other claims (for which no further written information or substantiation is</p>		\$10,000 for each month determined not to be in compliance

	<p>required in order to make payment) are paid within thirty (30) calendar days of the receipt of claim.</p> <p>Ninety-nine point five percent (99.5%) of all other claims are processed within sixty (60) calendar days.</p>		
<b>B.40</b>	<p>Ninety percent (90%) of all clean claims (for which no further written information or substantiation is required in order to make payment) are paid within thirty (30) calendar days of the receipt of claim.</p> <p>Ninety-nine-point five percent (99.5%) of all claims (clean and unclean) are processed within sixty (60) calendar days.</p>		\$10,000 for each month determined not to be in compliance
<b>B.41</b>	<p>Ninety-seven percent (97%) of claims paid accurately upon initial submission</p>		<p>\$5,000 for each full percentage point accuracy is below ninety-seven percent (97%) for each month for each provider type (NF, CHOICES HCBS, and ECF CHOICES HCBS, and other)</p> <p>LD assessed on a regional basis based on regional reporting</p>
<b>B.42</b>	<p>Eighty-five percent (85%) of all Member Services Line calls to each line are answered by a live voice within thirty (30) seconds or the prevailing benchmark established by NCQA</p>		<p>\$25,000 for each full percentage point below eighty-five percent (85%) per month</p> <p>LD assessed on a statewide basis based on statewide reporting</p>
<b>B.43</b>	<p>Eighty-five (85%) of all Provider Services Line calls to each line are answered by a live voice within thirty (30) seconds or the prevailing benchmark established by NCQA</p>		<p>\$25,000 for each full percentage point below eighty- five percent (85%) per month</p> <p>LD assessed on a statewide basis based on statewide reporting</p>
<b>B.44</b>	<p>Eighty-five percent (85%) of all Utilization Management Line calls to each line are answered by a live voice within thirty (30) seconds or the prevailing benchmark established by NCQA</p>		<p>\$25,000 for each full percentage point below eighty- five percent (85%) per month</p> <p>LD assessed on a statewide basis based on statewide reporting</p>
<b>B.45</b>	<p>Eighty-five percent (85%) of all Nurse Triage/Nurse Advice Line calls to each line are answered by a live voice within thirty (30)</p>		<p>\$25,000 for each full percentage point below eighty- five percent (85%) per month</p>

	seconds or the prevailing benchmark established by NCQA		LD assessed on a statewide basis based on statewide reporting
<b>B.46</b>	Less than five percent (5%) of Member Services Line telephone calls are abandoned (unanswered calls)		\$25,000 for each full percentage point above five percent (5%) per month  LD assessed on a statewide basis based on statewide reporting
<b>B.47</b>	Less than five percent (5%) of Provider Services Line telephone calls are abandoned (unanswered calls)		\$25,000 for each full percentage point five percent (5%) per month  LD assessed on a statewide basis based on statewide reporting
<b>B.48</b>	Less than five percent (5%) of UM Line telephone calls are abandoned (unanswered calls)		\$25,000 for each full percentage point above five percent (5%) per month  LD assessed on a statewide basis based on statewide reporting
<b>B.49</b>	Less than five percent (5%) of Nurse Triage/Nurse Advice Line telephone calls are abandoned (unanswered calls)		\$25,000 for each full percentage point above five percent (5%) per month  LD assessed on a statewide basis based on statewide reporting
<b>B.50</b>	<p><u>1. Physician Specialists:</u> Contractor is required to maintain executed specialty physician contracts in all geographical areas required by this Contract for the following specialists: allergy; cardiology; dermatology; endocrinology; gastroenterology; general surgery; nephrology; neurology; neurosurgery; otolaryngology; ophthalmology; orthopedics; oncology/hematology; psychiatry (adults); psychiatry (child/adolescent); and urology</p> <p><u>2. Essential Hospital Services:</u> Contractor is required to maintain executed contract with at least one (1) tertiary care center for each essential hospital service within the Contractor's approved Grand Region(s)</p> <p><u>3. Center of Excellence for People with AIDS:</u> Contractor is required to maintain executed contract with at least two (2)</p>		<p>\$25,000 per month or partial month if ANY of the listed standards are not met, either individually or in combination on a monthly basis</p> <p>The liquidated damage may be waived for Physician Specialists if the Contractor provides sufficient documentation to demonstrate that the deficiency is attributable to a lack of physicians practicing in the area. The liquidated damage may, in TennCare's sole discretion, be lowered to \$5,000 in the event the Contractor provides a Corrective Action Plan that is accepted by TennCare</p> <p>This LD will be assessed on a regional basis, based on the Provider Enrollment File (PEF) reporting, and may result in multiple regions of the state receiving LDs during the same month for failure to comply with these requirements</p>

	<p>Center of Excellence for AIDS within the Contractor’s approved Grand Region(s)</p> <p><u>4. Center of Excellence for Behavioral Health:</u></p> <p>Executed contract with all COEs for Behavioral Health within the Contractor’s approved Grand Region(s)</p>	
<b>B.51</b>	<p>Executed contracts with at least two (2) providers for each CHOICES HCBS, other than community-based residential alternatives, to cover each county in the Grand Region</p>	<p>\$25,000 if ANY of the listed standards are not met, either individually or in combination on a quarterly basis</p> <p>The liquidated damage may be waived if the Contractor provides sufficient documentation to demonstrate that the deficiency is attributable to a lack of CHOICES HCBS provider serving the county and the Contractor has used good faith efforts to develop CHOICES HCBS providers to serve the county.</p> <p>The liquidated damage may be lowered to \$5,000 in the event the Contractor provides a Corrective Action Plan that is accepted by TennCare</p> <p>LD assessed on a regional basis based on the Provider Enrollment File (PEF) reporting</p>
<b>B.52</b>	<p>Except as specified by TennCare in writing, at a minimum, the Contractor shall contract with at least two (2) providers for each CHOICES, other than community-based residential alternatives, and at least two (2) providers for each 1915(c) waiver HCBS, other than Behavioral Respite, Facility-Based Day Supports, Non-Residential Homebound Support Services, Supported Employment-Small Group, Medical Residential Services, Orientation and Mobility Services, Personal Emergency Response Systems, Transitional Case management, and Enabling Technology to cover each county in each Grand Region covered under this Agreement unless specified by TennCare. For CHOICES and 1915(c) waiver</p>	<p>\$25,000 if ANY of the listed standards are not met, either individually or in combination on a quarterly basis</p> <p>The liquidated damage may be waived if the Contractor provides sufficient documentation to demonstrate that the deficiency is attributable to a lack of 1915(c) waiver HCBS provider serving the county and the Contractor has used good faith efforts to develop 1915(c) waiver HCBS providers to serve the county.</p> <p>The liquidated damage may be lowered to \$5,000 in the event the Contractor provides a Corrective Action Plan that is accepted by TennCare</p>



	<p>HCBS provided in a member’s place of residence, the provider does not need to be located in the county of the member’s residence but must be willing and able to serve residents of that county. For adult day care, the provider does not have to be located in the county of the member’s residence but must meet the access standards for adult day care specified in Attachment III</p>	<p>LD assessed on a regional basis based on the Provider Enrollment File (PEF) reporting</p>
<b>B.53</b>	<p>At least ninety percent (90%) of listed providers on Provider Enrollment File confirm participation in the Contractor’s network</p>	<p>\$25,000 per quarter if less than ninety percent (90%) of providers confirm participation. The liquidated damage may be lowered to \$5,000 in the event that the Contractor provides a Corrective Action Plan that is accepted by TennCare, or may be waived by TennCare if the Contractor submits sufficient documentation to demonstrate ninety percent (90%) of providers in the sample are participating</p> <p>LD assessed on a regional basis based on the Provider Enrollment File (PEF) reporting</p>
<b>B.54</b>	<p>Data on Provider Enrollment File is accurate with no more than ten percent (10%) of listed providers being incorrect for <u>each</u> data element</p>	<p>\$5,000 per quarter if data for more than ten percent (10%) but fewer than thirty-one percent (31%) of providers is incorrect for <u>each</u> data element</p> <p>\$25,000 per quarter if data for more than thirty percent (30%) of providers is incorrect for <u>each</u> data element</p> <p>The \$25,000 liquidated damage may be lowered to \$5,000 in the event that the Contractor provides a Corrective Action Plan that is accepted by TennCare, or may be waived by TennCare if the Contractor submits sufficient documentation</p> <p>LD assessed on a regional basis based on the Provider Enrollment File (PEF) reporting</p>

<b>B.55</b>	Provider Enrollment File meets time and distance requirements for providers to Members in accordance with this Contract		<p>\$25,000 if ANY of the listed standards are not met, either individually or in combination, on a monthly basis.</p> <p>The liquidated damage may be lowered to \$5,000 in the event that the Contractor provides a Corrective Action Plan that is accepted by TennCare.</p> <p>TennCare may waive the liquidated damage regarding distance to adult day care if the Contractor provides sufficient documentation to demonstrate that the deficiency is attributable to a lack of adult day care providers and the Contractor has used good faith efforts to develop adult day care providers.</p> <p>LD assessed on a regional basis based on the Provider Enrollment File (PEF) reporting</p>
<b>B.56</b>	Failure to achieve sixty percent (60%) Generic Prescription Drug Utilization		<p>\$5,000 for each full percentage point Generic Prescription Utilization ratio is below percent (60%)</p> <p>LD assessed on a regional basis based on the Provider Enrollment File (PEF) reporting</p>
<b>B.57</b>	Failure to achieve benchmarks of 40% PCMH membership (see Section 2.13.1.2.9.5)		\$500 per calendar day, per individual benchmark, for each day the Contractor fails to achieve and/or maintain each benchmark
<b>B.58</b>	Timely submission of complete BPN Provider training survey results		\$25,000 for failure to timely complete training survey as specified in Section A.3.1.6
<b>C.1</b>	Failure to comply in any way with staffing requirements as described in Section 2.29.1 of this Contract		Timely submission of complete training survey findings
<b>C.2</b>	Failure to report provider notice of termination of participation in the Contractor's MCO		\$250 per day
<b>C.3</b>	Failure to have subject appropriate staff member(s) attend onsite meetings as requested and designated by TennCare		\$1000 per appropriate staff person per meeting as requested by TennCare
<b>C.4</b>	Failure to comply in any way with encounter data submission requirements as described in Section A.2.23 of this Contract (excluding the failure to address or resolve problems with individual encounter records in a timely manner as required by TennCare)		\$25,000 per occurrence

<b>C.5</b>	Failure to address or resolve problems with individual encounter records in a timely manner as required by TennCare		An amount equal to the paid amount of the individual encounter record(s) that was rejected or, in the case of capitated encounters, the fee-for-service equivalent thereof as determined by TennCare
<b>C.6</b>	Failure to submit an inbound 834 within twenty-four (24) hours in accordance with Section 2.23.5.4 and 2.23.14.1		\$500 per day, for each calendar day the Contractor fails to submit an inbound 834 timely and/or accurately (This may be in addition to the damages associated with an applicable Corrective Action Plan in accordance with Section 2.23.14.1 and Level B.2 herein
<b>C.7</b>	Failure to reimburse the first MCO within thirty (30) calendar days of receipt of a properly documented request for a misaligned newborn in accordance with Section 2.4.9.5		\$1,000 per day for each day beyond thirty (30) calendar days of receipt of a properly documented request in addition to a one-time assessment of \$5,000 per occurrence
<b>C.8</b>	Failure to comply with the requirements regarding documentation for CHOICES members (see Section 2.9.7)		\$500 per plan of care for members in CHOICES Group 2 or 3 that does not include all of the required elements \$500 per member file that does not include all of the required elements \$500 per face-to-face visit where the care coordinator fails to document the specified observations  These amounts shall be multiplied by two (2) when the Contractor has not complied with the Caseload and Staffing requirements as specified in Section 2.9.7.13.9 of this Contract
<b>C.9</b>	Failure to submit a Provider Enrollment File that meets TennCare's specifications (see Section 2.30.8.1)		\$250 per day after the due date that the Provider Enrollment File fails to meet TennCare's specifications
<b>C.10</b>	One-hundred percent (100%) of In-Plan providers on the Provider Enrollment File have a signed provider agreement with the Contractor		\$1,000 for each provider for which the Contractor cannot provide a signature page from the provider agreement between the provider and the Contractor  LD assessed on a regional basis based on the Provider Enrollment File (PEF) reporting
<b>C.11</b>	Failure by the Contractor to comply with Readiness Review requirements (see Section 2.1.2)		\$1,000 for each deliverable that is not timely submitted to TennCare

### 27.2.3. Payment of Liquidated Damages

- 27.2.3.1. It is further agreed by TennCare and the Contractor that any liquidated damages assessed by TennCare shall be due and payable to TennCare within thirty (30) calendar days after

Contractor receipt of the notice of damages. If payment is not made by the due date, said liquidated damages may be withheld from future administrative payments by TennCare without further notice. It is agreed by TennCare and the Contractor that the collection of liquidated damages by TennCare shall be made without regard to any appeal rights the Contractor may have pursuant to this Contract; however, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by TennCare will be immediately returned to the Contractor. Any cure periods referenced in this Contract shall not apply to the liquidated damages described in this Section. With respect to Level B and Level C program issues (failure to perform responsibilities or requirements), the due dates mentioned above may be delayed if the Contractor can show good cause as to why a delay should be granted. TennCare has sole discretion in determining whether good cause exists for delaying the due dates.

27.2.3.2. Liquidated damages as described in Section E.27.2 shall not be passed to a provider and/or subcontractor unless the damage was caused due to an action or inaction of the provider and/or subcontractor. Nothing described herein shall prohibit a provider and/or a subcontractor from seeking judgment before an appropriate court in situations where it is unclear that the provider and/or the subcontractor caused the damage by an action or inaction.

27.2.3.3. All liquidated damages imposed pursuant to this Contract, whether paid or due, shall be paid by the Contractor out of administrative and management costs and profits.

#### 27.2.4. Application of Liquidated Damages for CHOICES and 1915(c) Waivers

27.2.4.1. Unless and until directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, the liquidated damages in Section E.27.2 specific to CHOICES Group 2 and/or 3, as determined by TennCare, will not apply. When directed by TennCare to serve as a back-up health plan and/or enroll members in CHOICES Group 2 and/or 3, all of the liquidated damages in Section E.27.2 shall apply.

27.2.4.2. In applying liquidated damages related to care coordination time frames (see A.16 and B.25), CHOICES HCBS missed visits (see A.17), and the CHOICES and 1915(c) Waiver Member Experience Reports, as applicable (see B.9) TennCare may take into consideration whether, as determined by TennCare, the Contractor promptly remedied a deficiency and/or a deficiency was due to circumstances beyond the Contractor's control. Such consideration shall be based on information provided by the Contractor in the applicable report (see Section A.2.30) and/or additional information submitted by the Contractor as requested by TennCare.

#### 27.2.5. Waiver of Liquidated Damages

TennCare may waive the application of liquidated damages upon the Contractor if the Contractor is placed in rehabilitation or under administrative supervision if TennCare determines that such waiver is in the best interests of the TennCare program and its enrollees.

### E.27.3. **Claims Processing Failure**

If it is determined that there is a claims processing deficiency related to the Contractor's ability/inability to reimburse providers in a reasonably timely and accurate fashion as required by Section A.2.22, TennCare shall provide a notice of deficiency and request corrective action. The Contractor may also be subject to the application of liquidated damages and/or intermediate sanctions specified in Sections E.27.1 and E.27.2. If the Contractor is unable to successfully implement corrective action and demonstrate adherence with timely claims processing requirements within the time approved by TennCare, the State may terminate this Contract in accordance with Section E.4 of this Contract.

#### **E.27.4. Failure to Manage Medical Costs**

If TennCare determines the Contractor is unable to successfully manage costs for covered services, TennCare may terminate this Contract with ninety (90) calendar days advance notice in accordance with Section E.4 of this Contract.

#### **E.27.5. Sanctions by CMS**

Payments provided for under this Contract will be denied for new enrollees when, and for so long as, payment for those enrollees is denied by CMS in accordance with the requirements in 42 CFR 438.730.

#### **E.27.6. Temporary Management**

TennCare may impose temporary management if it finds that the Contractor has repeatedly failed to meet substantive requirements in Section 1903(m) or Section 1932 of the Social Security Act.

### **E.28. MODIFICATION AND AMENDMENT**

Renegotiation procedures and criteria for amending this Contract shall be as follows:

- a. For good cause, only at the end of the contract period; and
- b. For modification(s) during the contract period, if circumstances warrant.

This Contract may be amended at anytime as provided in this paragraph. This Contract shall be amended automatically without action by the parties whenever required by changes in state and federal law or regulations. No other modification or change of any provision of the Contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and TennCare and incorporated as a written amendment to this Contract prior to the effective date of such modification or change.

### **E.29. OFFER OF GRATUITIES**

By signing this Contract, the Contractor certifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the United States General Accounting Office, United States Department of Health and Human Services, CMS, or any other federal agency has or will benefit financially or materially due to influence in obtaining this

Contract. This Contract may be terminated by TennCare if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Contractor or the Contractor's agent or employees.

### **E.30. LOBBYING**

- E.30.1. The Contractor certifies by signing this Contract, to the best of its knowledge and belief, that:
- E.30.2. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.
- E.30.3. 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E.30.4. The Contractor 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.
- E.30.5. 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.

### **E.31. VOLUNTARY BUYOUT PROGRAM**

- E.31.1. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- E.31.2. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- E.31.3. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such

cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

E.31.4. With reference to either Section E.31.2 or E.31.3 above, the Contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

### **E.32. NON- DISCRIMINATION**

E.32.1. No person on the grounds of handicap, and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws shall be excluded from participation in, except as specified in Section 2.3.6 of this Contract, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor.

E.32.2. The Contractor shall upon request show proof of such non-discrimination.

E.32.3. The Contractor shall post notices of non-discrimination in conspicuous places, available to all employees and applicants.

### **E.33. CONFIDENTIALITY OF INFORMATION**

E.33.1. The Contractor shall comply with all state and federal law regarding information security and confidentiality of information. In the event of a conflict among these requirements, the Contractor shall comply with the most restrictive requirement.

E.33.2. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor pursuant to this Contract shall be regarded as confidential information in accordance with the provisions of state and federal law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with state and federal law and ethical standards.

E.33.3. The Contractor shall ensure that all material and information, in particular information relating to members or potential members, which is provided to or obtained by or through the Contractor's performance under this Contract, whether verbal, written, tape, or otherwise, shall be treated as confidential information to the extent confidential treatment is provided under state and federal laws. The Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securement of its rights under this Contract and in compliance with federal and state law.

E.33.4. All information as to personal facts and circumstances concerning members or potential members obtained by the Contractor shall be treated as privileged communications, shall be held confidential,

and shall not be divulged without the written consent of TennCare or the member/potential member, provided that nothing stated herein shall prohibit the disclosure of information in summary, statistical, or other form which does not identify particular individuals. The use or disclosure of information concerning members/potential members shall be limited to purposes directly connected with the administration of this Contract and shall be in compliance with federal and state law.

**E.34. ACTIONS TAKEN BY THE TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE**

The parties acknowledge that the Contractor is licensed to operate as a health maintenance organization in the State of Tennessee and is subject to regulation and supervision by TDCI. The parties acknowledge that no action by TDCI to regulate the activities of the Contractor as a health maintenance organization, including, but not limited to, examination, entry of a remedial order pursuant to T.C.A. 56-9-101, et seq., and regulations promulgated thereunder, supervision, or institution of delinquency proceedings under state law, shall constitute a breach of this Contract by TennCare.

**E.35. FEDERAL ECONOMIC STIMULUS FUNDING**

This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements of the Recovery Act are met and that the Contractor provides information to the State as required by, but not limited to, the following:

E.35.1. The Recovery Act, including but not limited to the following sections of that Act:

35.1.1. Section 1606 – Wage Rate Requirements.

35.1.2. Section 1512 – Reporting and Registration Requirements.

35.1.3. Sections 902, 1514, and 1515 – General Accounting Office/Inspector General Access.

35.1.4. Section 1553 – Whistleblower Protections.

35.1.5. Section 1605 – Buy American Requirements for Construction Material.

E.35.2. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at [http://www.whitehouse.gov/omb/recovery\\_default/](http://www.whitehouse.gov/omb/recovery_default/), as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at [http://www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).

E.35.3. Federal Grant Award Documents.

E.35.4. Office of Tennessee Recovery Act Management Directives.

**E.36. PROHIBITION OF DATA DISCLOSURE AND PAYMENTS FOR ITEMS OR SERVICES OUTSIDE THE UNITED STATES**



Section 6505 of the Affordable Care Act amends section 1902(a) of the Social Security Act (the Act), and requires that a State shall not provide any payments for items or services provided under the State plan or under a waiver to any financial institution or entity located outside of the United States (U.S.). This section of the Affordable Care Act is effective January 1, 2011, unless the Secretary determines that implementation requires State legislation, other than legislation appropriating funds, in order for the plan to comply with this provision.

For purposes of implementing this provision, section 1101(a)(2) of the Act defines the term “United States” when used in a geographical sense, to mean the “States.” Section 1101(a)(1) of the Act defines the term “State” to include the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa, when used under Title XIX.

Further, this provision prohibits payments to telemedicine providers located outside of the U.S., Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa. Additionally, payments to pharmacies located outside of the U.S., Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa are not permitted.

The Centers for Medicare & Medicaid Services (CMS) will require that, in the case of providers that have provided medical assistance or covered items and/or services to Medicaid beneficiaries under the State plan or under a waiver program, and are requesting reimbursement from the State Medicaid program, such reimbursement must be provided to financial institutions or entities located within the U.S. If it is found that payments have been made to financial institutions or entities outside of the U.S., States must recover these payments and must forward any Federal match for such payments to CMS consistent with the guidelines specified in Federal regulations at 42 CFR Part 433.

Any audits of claims by CMS to assure compliance with this provision will begin no earlier than June 1, 2011 and will only review claims submitted on or after June 1, 2011 for compliance with this section.

Prohibition of Data Disclosure and Payments for Services and Items Outside the United States. Nothing in this agreement shall permit the Contractor to share, use or disclose TennCare applicant or Member information, including but not limited to personally identifiable information or protected health information in any form via any medium with any party beyond the boundaries and jurisdiction of the United States without express authorization from TennCare. In the event Contractor intends to share, use or disclose such information beyond the boundaries and jurisdiction of the United States as part of operations covered by this agreement, or is entering into an agreement with an agent or subcontractor to perform such functions, Contractor shall provide TennCare a narrative description of the proposed off-shore operations, including but not limited to locations, data proposed to be shared, attestations as to privacy and security controls, policies and procedures, minimum necessary requirements, and proposed start and end dates of such operations.

## **E.37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

### **E.37.1. Reporting of Total Compensation of the Contractor’s Executives.**

37.1.1. The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

37.1.1.1. Eighty percent (80%) or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

37.1.1.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and

37.1.1.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

37.1.2. Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

37.1.2.1. Salary and bonus.

37.1.2.2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

37.1.2.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

37.1.2.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

37.1.2.5. Above-market earnings on deferred compensation which is not tax qualified.

37.1.2.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- E.37.2. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- E.37.3. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- E.37.4. The Contractor shall obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- E.37.5. The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

**E.38. SOCIAL SECURITY ADMINISTRATION (SSA) REQUIRED PROVISIONS FOR DATA SECURITY**

The Contractor shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. §552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines, which provide the requirements that the SSA stipulates that the Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system. In addition, the Contractor shall have in place administrative, physical, and technical safeguards for data. The Contractor shall also comply with Section 1106(a) of the Act (42 U.S.C. 1306) and the regulations promulgated pursuant to that section (20 C.F.R. Part 401).

- E.38.1. The Contractor shall specify in its agreements with any agent or subcontractor that will have access to data that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Contractor pursuant to this Section.
- E.38.2. The Contractor shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the TennCare program. Should the Contractor propose a redisclosure of said data, the Contractor must specify in writing to TennCare the data the Contractor proposes to redisclose, to whom, and the reasons that justify the redisclosure. TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.
- E.38.3. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.
- E.38.4. The Contractor shall maintain a current list of the employees of such Contractor with access to SSA data and provide such lists to TennCare upon request and at any time there are changes.

E.38.5. The Contractor shall restrict access to the data obtained from TennCare to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Contractor shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.

E.38.6. The Contractor shall ensure that its employees:

38.6.1. Properly safeguard SSA data furnished by TennCare under this Contract from loss, theft or inadvertent disclosure;

38.6.2. Receive regular, relevant and sufficient SSA data related training, including use, access and disclosure safeguards and information regarding penalties for misuse of information;

38.6.3. Understand and acknowledge that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee is at their regular duty station;

38.6.4. Ensure that laptops and other electronic devices/ media containing SSA data are encrypted and/or password protected; Ensure that laptops and other electronic devices/ media containing SSA data are encrypted and/or password protected;

38.6.5. Send emails containing SSA data only if the information is encrypted or if the transmittal is secure; and

38.6.6. Limit disclosure of the information and details relating to a SSA data loss only to those with a need to know.

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

E.38.7. Loss or Suspected Loss of Data – If an employee of the Contractor becomes aware of suspected or actual loss of SSA data, the Contractor must notify TennCare immediately upon becoming aware to report the actual or suspected loss. The Contractor must provide TennCare with timely updates as any additional information about the loss of SSA data becomes available.

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

E.38.8. TennCare may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if TennCare, in its sole discretion, determines that the Contractor has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract.

E.38.9. Legal Authority

38.9.1. Federal laws and regulations giving SSA the authority to disclose data to TennCare and TennCare's authority to collect, maintain, use and share data with Contractor is protected under federal law for specified purposes:

- 38.9.1.1. Sections 1137, 453, and 1106(b) of the Social Security Act (the Act) (42 U.S.C. §§ 1320b-7, 653, and 1306(b)) (income and eligibility verification data);
- 38.9.1.2. 26 U.S.C. § 6103(l)(7) and (8) (tax return. data);
- 38.9.1.3. Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. § 401(x)(3)(B)(iv))(prisoner data);
- 38.9.1.4. Section 205(r)(3) of the Act (42, U.S.C. § 405(r)(3)) and Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, 7213(a)(2) (death data);
- 38.9.1.5. Sections 402, 412, 421, and 435 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (August 22, 1996 (quarters of coverage data);
- 38.9.1.6. Children's Health Insurance Program Reauthorization Act of 2009, (Pub. L. 111-3) (February 4, 2009) (citizenship data); and
- 38.9.1.7. Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3)(data necessary to administer other programs compatible with SSA programs).

38.9.2. This Section further carries out Section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. § 3541 et seq.), and related National Institute of Standards and Technology ("NIST") guidelines as outlined in the CMPPA and IEA governing this data, which provide the requirements that the Contractor must follow with regard to use, treatment, and safeguarding data.

#### E.38.10. Definitions

38.10.1. "SSA-supplied data" or "data" – as used in this Section – Personally Identifiable and Protected Health Information, such as an individual's social security number, income, disability or benefit status or related information, supplied by the Social Security Administration to TennCare in order to determine entitlement or eligibility for federally-funded programs such as Medicaid and CHIP. This information is subject to provisions outlined in a Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the State of Tennessee, and Information Exchange Agreement (IEA) between SSA and TennCare.

### **E.39. EFFECT OF THE FEDERAL WAIVER ON THIS CONTRACT**

The provisions of this Contract are subject to the receipt of and continuation of a federal waiver granted to the State of Tennessee by the Centers for Medicare & Medicaid Services, U.S.

Department of Health and Human Services. Should the waiver cease to be effective, the State shall have the right to immediately terminate this Contract. Said termination shall not be a breach of this Contract by TennCare and TennCare shall not be responsible to the Contractor or any other party for any costs, expenses, or damages occasioned by said termination.

**E.40. TENNCARE FINANCIAL RESPONSIBILITY**

Notwithstanding any provision which may be contained herein to the contrary, TennCare shall be responsible solely to the Contractor for the amount described herein and in no event shall TennCare be responsible, either directly or indirectly, to any subcontractor or any other party who may provide the services described herein.

**E.41. EMPLOYEES EXCLUDED FROM MEDICARE, MEDICAID OR CHIP**

The Contractor does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly employ, in the performance of this Contract, employees who have been excluded from participation in the Medicare, Medicaid, and/or CHIP programs pursuant to the Social Security Act, Section 1128 (Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs). All employees shall be screened against the HHS-OIG LEIE and GSA SAM databases prior to beginning to work on the project covered by this Contract.

**E.42. MEDICAID AND CHIP**

The Contractor must provide safeguards that restrict the use or disclosure of information concerning Medicaid and Children's Health Insurance Plan (CHIP) applicants and beneficiaries to purposes directly connected with the administration of the plan.

- a. Purposes directly related to the administration of Medicaid and CHIP include:
  - 1. Establishing eligibility;
  - 2. Determining the amount of medical assistance;
  - 3. Providing services for beneficiaries; and,
  - 4. Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to Medicaid or CHIP administration.
- b. The Contractor must have adequate safeguards to assure that:
  - 1. Information is made available only to the extent necessary to assist in the valid administrative purposes of those receiving said information, and
  - 2. Information received under the Internal Revenue Code (Title 26 of the United States Code (USC)) is exchanged only with parties authorized to receive that information under that section of the United States Code; and, the information is adequately stored and processed so that it is protected against unauthorized disclosure for other purposes.
- c. The Contractor must have criteria that govern the types of information about applicants and beneficiaries that are safeguarded. This information must include, at minimum, the following:

1. Names and addresses;
  2. Medical services provided;
  3. Social and economic conditions or circumstances;
  4. Contractor evaluation of personal information;
  5. Medical data, including diagnosis and past history of disease or disability;
  6. Any information received for verifying income eligibility and amount of medical assistance payments, including income information received from the Social Security Administration (SSA) or the Internal Revenue Service (IRS);
  7. Income information received from SSA or the IRS must be safeguarded according to Medicaid and CHIP requirements;
  8. Any information received in connection with the identification of legally liable third-party resources; and,
  9. Social Security Numbers.
- d. The Contractor must have criteria approved by TennCare specifying:
1. Conditions for release and use of information about applicants and beneficiaries;
  2. Access to information concerning applicants or beneficiaries must be restricted to Contractor representatives or other individuals who are subject to standards of confidentiality that are comparable to those of TennCare;
  3. The Contractor shall not publish names of applicants or beneficiaries;
  4. The Contractor shall obtain permission from a family or individual, whenever possible, before responding to a request for information from an outside source, unless the information is to be used to verify income, eligibility and the amount of medical assistance payment to an authorized individual or entity, or if, because of an emergency situation, time does not permit obtaining consent before release, the Contractor shall notify TennCare, the family, or individual immediately after supplying the information.
  5. The Contractor's policies must apply to all requests for information from outside sources, including governmental bodies, the courts, or law enforcement officials.
  6. The Contractor shall notify TennCare of any requests for information on applicants or beneficiaries by other governmental bodies, the courts or law enforcement officials ten (10) days prior to releasing the requested information.
  7. If a court issues a subpoena for a case record or for any Contractor representative to testify concerning an applicant or beneficiary, the Contractor must notify TennCare at least ten (10) days prior to the required production date so TennCare may inform the court of the applicable statutory provisions, policies, and regulations restricting disclosure of information.

8. The Contractor shall not request or release information to other parties to verify income, eligibility, and the amount of assistance under Medicaid or CHIP prior to express approval from TennCare.

**E.43. CONTRACTOR HOSTED SERVICES CONFIDENTIAL DATA, AUDIT, AND OTHER REQUIREMENTS**

- a. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
- (3) The Contractor and the Contractor’s processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization (“ISO”) 27001; (ii) Federal Risk and Authorization Management Program (“FedRAMP”); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor’s and Subcontractor’s annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor’s opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. “Processing Environment” shall mean the combination of software and hardware on which the Application runs. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and



classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s or Subcontractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor’s and Subcontractor’s compliance with the State’s Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:
  - (1) “Disaster Recovery Capabilities” refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective (“RPO”). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: No greater than ten (10) minutes.
    - ii. Recovery Time Objective (“RTO”). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: Four (4) hours or two hundred forty (240) minutes.
  - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State’s RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF TENNCARE:**

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**JIM BRYSON, COMMISSIONER**

**DATE**

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## ATTACHMENT I

### BEHAVIORAL HEALTH SPECIALIZED SERVICE DESCRIPTIONS

The Contractor shall provide medically necessary Behavioral Health Intensive Community-Based Treatment Services, Tennessee Health Link, and psychiatric rehabilitation services according to the requirements herein.

All Behavioral Health Services shall be rendered in a manner that supports the recovery of persons experiencing mental illness and enhance the development of resiliency of children and families who are impacted by mental illness, serious emotional disturbance, and/or substance use disorders. Recovery is a consumer driven process in which consumers are able to work, learn and participate fully in their communities. Recovery is the ability to live a fulfilling and productive life with a disability.

<b>SERVICE</b>	<b>Behavioral Health Intensive Community-Based Treatment Services</b>
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#### **DEFINITION**

Behavioral Health Intensive Community-Based Treatment (ICBT) Services provide frequent and comprehensive support to individuals with a focus on recovery and resilience. The Contractor shall ensure the provision of Behavioral Health Intensive Community-Based Treatment Services to adults and youth with complex needs including individuals who are at high risk of future hospitalization or placement out of the home and require both community support and treatment interventions. Behavioral Health Intensive Community-Based Treatment Services shall be rendered through a team approach which shall include a therapist and care coordinator who work under the direct clinical supervision of a licensed behavioral health professional. The primary goal of these services is to reach an appropriate point of therapeutic stabilization so the individual can be transitioned to less in home-based services and be engaged in appropriate behavioral health office based services.

Intensive Community-Based Treatment Services should include, at a minimum, the following elements and services as clinically appropriate:

- System Of Care principles
- Direct clinical supervision
- Evidenced-based comprehensive assessments and evaluations
- An average of 1-2 visits per week for individual therapy, family therapy, or Care Coordination

Intensive Community-Based Treatment Services shall be outcome-driven, including, but not limited to these treatment outcomes:

- Strengthened family engagement in treatment services
- Increased collaboration among formal and informal service providers to maximize therapeutic benefits
- Progress toward child & family goals
- Increased positive coping skills
- Increased family involvement in the community
- Developed skills to independently navigate the behavioral health system

Intensive Community-Based Treatment Services include CTT, CCFT, and PACT treatment models as described below:

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### *Continuous Treatment Team (CTT)*

CTT is a coordinated team of staff (to include physicians, nurses, care coordinators, and other therapists as needed) who provide a range of intensive, care coordination, treatment, and rehabilitation services to adults and children and youth. The intent is to provide intensive treatment to adults and families of children and youth with acute psychiatric problems in an effort to prevent removal from the home to a more restrictive level of care. An array of services are delivered in the home or in natural settings in the community, and are provided through a strong partnership with the family and other community support systems. The program provides services including crisis intervention and stabilization, counseling, skills building, therapeutic intervention, advocacy, educational services, medication management as indicated, school-based counseling and consultation with teachers, and other Behavioral Health Services deemed necessary and appropriate.

### *Comprehensive Child and Family Treatment (CCFT)*

CCFT services are high intensity, time-limited, therapeutic services designed for children and youth to provide stabilization and deter from out-of-home placement. There is usually family instability and high-risk behaviors exhibited by the child/adolescent. CCFT services are concentrated on child, family, and parental/guardian behaviors and interaction. CCFT services are more treatment oriented and situation specific with a focus on short-term stabilization goals.

### *Program of Assertive and Community Treatment (PACT)*

PACT is a service delivery model for providing comprehensive community-based treatment to adults with severe and persistent mental illness. It involves the use of a multi-disciplinary team of mental health staff organized as an accountable, mobile mental health agency or group of providers who function as a team interchangeably to provide the treatment, rehabilitation and support services persons with severe and/or persistent mental illnesses need to live successfully in the community. The service components of PACT include:

- 1) Services targeted to a specific group of individuals with severe mental illness;
- 2) Treatment, support and rehabilitation services provided directly by the PACT team;
- 3) Sharing of responsibility between team members and individuals served by the team;
- 4) Small staff (all team staff including case managers) to individual ratios (approx. 1 to 10);
- 5) Comprehensive and flexible range of treatment and services;
- 6) Interventions occurring in community settings rather than in hospitals or clinic settings;
- 7) Twenty-four (24) hour a day availability of services; and
- 8) Engagement of individuals in treatment and recovery.

<b>SERVICE Tennessee Health Link</b>
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### **DEFINITION**

Tennessee Health Link is a team of professionals associated with a mental health clinic or other behavioral health provider who provides whole-person, patient-centered, coordinated care for an assigned panel of members with behavioral health conditions. Members who would benefit from Tennessee Health Link will be identified based on diagnosis, health care utilization patterns, or functional need. They will be identified through a combination of claims analysis and provider referral.

Health Link professionals will use care coordination and patient engagement techniques to help members manage their healthcare across the domains of behavioral and physical health, including:

- Comprehensive care management (e.g., creating care coordination and treatment plans)
- Care coordination (e.g., proactive outreach and follow up with primary care and behavioral health providers)

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- Health promotion (e.g., educating the patient and their family on independent living skills)
  - Transitional care (e.g., participating in the development of discharge plans)
  - Patient and family support (e.g., supporting adherence to behavioral and physical health treatment)
  - Referral to social supports (e.g., facilitating access to community supports including scheduling and follow through)

## **SERVICE Psychiatric Rehabilitation**

### **DEFINITION**

Psychiatric rehabilitation is an array of consumer-centered recovery services designed to support the individual in the attainment or maintenance of their optimal level of functioning. These services are designed to capitalize on personal strengths, develop coping skills and strategies to deal with deficits and develop a supportive environment in which to function as independent as possible on the individual's recovery journey.

The service components included under psychiatric rehabilitation are as follows:

### **Psychosocial Rehabilitation**

Psychosocial Rehabilitation is a community-based program that promotes recovery, community integration, and improved quality of life for members who have been diagnosed with a behavioral health condition that significantly impairs their ability to lead meaningful lives. The goal of Psychosocial Rehabilitation is to support individuals as active and productive members of their communities through interventions developed with a behavioral health professional or certified peer recovery specialist, in a non-residential setting. These interventions are aimed at actively engaging the member in services and forming individualized service plan goals that will result in measurable outcomes in the areas of educational, vocational, recreational and social support, as well as developing structure and skills training related to activities of daily living. Such interventions are collaborative, person-centered, individualized, and ultimately results in the member's wellness and recovery being sustainable within the community without requiring the support of Psychosocial Rehabilitation. Psychosocial Rehabilitation must meet medical necessity criteria and may be provided in conjunction with routine outpatient services.

Psychosocial Rehabilitation services vary in intensity, frequency, and duration in order to resolve the member's ability to manage functional difficulties.

### **Supported Employment**

Supported employment consists of evidenced based practices (e.g., individual placement and support) to assist individuals to choose, prepare for, obtain, and maintain gainful employment that is based on individuals' preferences, strengths, and experiences. This service also includes support services to the individual, including side-by-side support on the job. These services may be integrated into a psychosocial rehabilitation center.

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## **Peer Recovery Services**

Peer recovery services are designed and delivered by people who have lived experience with behavioral health issues. A Certified Peer Recovery Specialist (CPRS) is someone who has self-identified as being in recovery from mental illness, substance use disorder, or co-occurring disorders of both mental illness and substance use disorder. In addition, a Certified Peer Recovery Specialist has completed specialized training recognized by the Tennessee Department of Mental Health and Substance Abuse Services on how to provide peer recovery services based on the principles of recovery and resiliency. Certified Peer Recovery Specialists can provide support to others with mental illness, substance use disorder, or co-occurring disorder and help them achieve their personal recovery goals by promoting self-determination, personal responsibility, and the empowerment inherent in self-directed recovery.

Under the direct clinical supervision of a licensed behavioral health professional, peer recovery services provided by a Certified Peer Recovery Specialist may include: assisting individuals in the development of a strengths-based, person-centered plan of care; serving as an advocate or mentor; developing community support; and providing information on how to successfully navigate the behavioral health care system. Activities which promote socialization, recovery, self-advocacy, development of natural supports, and maintenance of community living skills are provided so individuals can educate and support each other in the acquisition of skills needed to manage their recovery and access resources within their communities. Services are often provided during the evening and weekend hours.

## **Family Support Services**

Family support services are used to assist other caregivers of children or youth diagnosed with emotional, behavioral, or co-occurring disorders, and are provided by a Certified Family Support Specialist under the direct clinical supervision of a licensed behavioral health professional. A Certified Family Support Specialist is a person who has previously self-identified as the caregiver of a child or youth with an emotional, behavioral or co-occurring disorder and who has successfully navigated the child-serving systems to access treatment and resources necessary to build resiliency and foster success in the home, school, and community. This individual has successfully completed and passed training recognized by the Tennessee Department of Mental Health and Substance Abuse Services on how to assist other caregivers in fostering resiliency in their child based on the principles of resiliency and recovery; and has received certification from the Tennessee Department of Mental Health and Substance Abuse Services as a Certified Family Support Specialist.

These services include assisting caregivers in managing their child's illness and fostering resiliency and hope in the recovery process. These direct caregiver-to-caregiver support services include, but are not limited to, developing formal and informal supports, assisting in the development of strengths-based family and individual goals, serving as an advocate, mentor, or facilitator for resolution of issues that a caregiver is unable to resolve on their own, or providing education on system navigation and skills necessary to maintain a child with emotional, behavioral or co-occurring disorders in their home environment.

## **Illness Management & Recovery**

Illness management and recovery services refer to a series of weekly sessions with trained mental health practitioners for the purpose of assisting individuals in developing personal strategies for coping with mental illness and promoting recovery. Illness management and recovery is not limited to one curriculum but is open to all evidenced-based and/or best practice classes and programs such as WRAP (Wellness Recovery Action Plan).

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## **Supported Housing**

Supported housing services refer to transitional services rendered at facilities that provide behavioral health staff supports for individuals who require treatment services in a highly structured, safe, and secure setting. Supported housing services are for TennCare Priority Enrollees and are intended to prepare individuals to live independently in a community setting. At a minimum, supported housing services include coordinated and structured personal care services to address the individuals' behavioral and physical health needs in addition to fifteen (15) hours per week of psychosocial rehabilitation services to assist individuals in achieving recovery and resiliency-based goals and developing the life skills necessary to live independently in a community setting. The required fifteen (15) hours per week of psychosocial rehabilitation is not inclusive of the psychosocial rehabilitation services received in day programs. Supported housing services do not include the payment of room and board.

<b>SERVICE Crisis Services</b>
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### **DEFINITION**

Behavioral health crisis services shall be rendered to individuals with a mental health or substance misuse issue when there is a perception of a crisis by an individual, family member, law enforcement, hospital staff or others who have closely observed the individual experiencing the crisis. Crisis services are available twenty-four (24) hours a day, seven (7) days a week. Crisis services include twenty-four (24) hour toll free telephone lines answered in real time by trained crisis specialists and face-to-face crisis services including, but not limited to: prevention, triage, intervention, evaluation/referral for additional services/treatment, and follow-up services. Certified Peer Recovery Specialists and/or Certified Family Support Specialists shall be utilized in conjunction with crisis specialists to assist adults and children in alleviating and stabilizing crises and promote the recovery process as appropriate. Behavioral health crisis service providers are not responsible for pre-authorizing emergency involuntary hospitalizations.

The Mental Health Crisis Response Services - Community Face-to-Face Response Protocols provide guidance for calls that are the responsibility of a crisis response service to determine if a Face-to-Face evaluation is warranted and those that are not the responsibility of the crisis response service. These Protocols were developed to ensure that consumers who are experiencing a behavioral health crisis and have no other resources receive prompt attention. All responses are first determined by clinical judgment.

#### *Guidance for All Calls:*

- For calls originating from an Emergency Dept., telehealth is the preferred service delivery method for the crisis response service
- After determining that there is no immediate harm, ask the person if he or she can come to the closest walk-in center
- If a Mandatory Pre-screening Agent (MPA) not employed by a crisis response service is available, there may be no need for a crisis evaluation by mobile crisis
- For all other calls, unless specified in the Protocols, if a person with mental illness is experiencing the likelihood of immediate harm then a response is indicated.



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<b>SERVICE Opioid Use Disorder Treatment</b>
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**DEFINITION**

Treatments for opioid use disorder are designed and delivered across the continuum of care including but not limited to hospital, residential treatment, Intensive Outpatient Program, Office-Based Opioid Treatment, Opioid Treatment Program, primary care and peer recovery services. Research shows that when treating substance-use disorders, a combination of medication and behavioral therapies is most successful. The duration of treatment should be based on the needs of the persons served. For opioid use disorder, one essential component within the continuum is Medication Assisted Treatment. Medication Assisted Treatment (MAT) for persons diagnosed with opioid-use disorder is the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance use disorders. The medications used to achieve treatment goals include buprenorphine, naltrexone, and methadone products approved by the Food and Drug Administration (FDA) for the use in the treatment of opioid-use disorder.

All providers treating members with opioid use disorder must either provide Medication Assisted Treatment (MAT) or have a policy for referral to a MAT provider for those members wishing to access MAT. Providers must also maintain compliance with the licensure rules and/or program standards set by TDMHSAS to render MAT Services.

**ATTACHMENT II**  
**COST SHARING SCHEDULES**

**Non-Pharmacy TennCare Copayment Schedule (unless otherwise directed by TENNCARE)**

<b>Poverty Level</b>	<b>Copayment Amounts</b>
0%<134%	\$0.00
134% - 199%	\$8.20, Hospital Emergency Room (waived if admitted) \$5.00, Primary Care Provider and Community Mental Health Agency Services Other Than Preventive Care \$5.00, Physician Specialists (including Psychiatrists) \$5.00, Inpatient Hospital Admission (waived if readmitted within 48 hours for the same episode)
200% and above	\$50.00, Hospital Emergency Room (waived if admitted) \$15.00, Primary Care Provider and Community Mental Health Agency Services Other Than Preventive Care \$20.00, Physician Specialists (including Psychiatrists) \$100.00, Inpatient Hospital Admission (waived if readmitted within 48 hours for the same episode)

The Contractor is specifically prohibited from waiving or discouraging TennCare enrollees from paying the amounts described in this attachment.

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## ATTACHMENT III

### GENERAL ACCESS STANDARDS

In general, contractors shall provide available, accessible, and adequate numbers of institutional facilities, service locations, service sites, professional, allied, and paramedical personnel for the provision of covered services, including all Emergency Services, on a 24-hour-a-day, 7-day-a-week basis. At a minimum, this shall include:

- Primary Care Physician or Extender:
  - (a) Transport access Suburban/Rural:  $\leq 30$  miles travel distance and  $\leq 45$  minutes travel time for adult/pediatric non-dual members
  - (b) Transport access Urban:  $\leq 20$  miles travel distance and  $\leq 30$  minutes travel time for adult/pediatric non-dual members
  - (c) Patient Load: 2,500 or less for physician; one-half of this for a physician extender.
  - (d) Appointment/Waiting Times: Usual and customary practice (see definition below), not to exceed 3 weeks from date of a patient's request for regular appointments and 48 hours for urgent care. Waiting times shall not exceed 45 minutes.
  - (e) Documentation/Tracking requirements:
    - + Documentation - Plans must have a system in place to document appointment scheduling times.
    - + Tracking - Plans must have a system in place to document the exchange of member information if a provider, other than the primary care provider (i.e., school-based clinic or health department clinic), provides health care.
- Specialty Care and Emergency Care: Referral appointments to specialists (e.g., specialty physician services, hospice care, home health care, substance use disorder treatment, rehabilitation services, etc.) shall not exceed 30 days for routine care or 48 hours for urgent care. All emergency care is immediate, at the nearest facility available, regardless of contract. Waiting times shall not exceed 45 minutes.
- Hospitals:
  - (a) Transport access,  $\leq 30$  miles travel distance and  $\leq 45$  minutes travel time, except in rural areas where access distance may be greater. If greater, the standard needs to be the community standard for accessing care, and exceptions must be justified and documented to the State on the basis of community standards.

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- Long-Term Care Services:

Transport access to licensed Adult Day Care providers,  $\leq 20$  miles travel distance and  $\leq 30$  minutes travel time for TennCare enrollees in urban areas,  $\leq 30$  miles travel distance and  $\leq 45$  minutes travel time for TennCare enrollees in suburban areas  $\leq 60$  miles travel distance and  $\leq 90$  minutes travel time for TennCare enrollees in rural areas, except where community standards and documentation shall apply.

- General Optometry Services:

(a) Transport access  $\leq 30$  miles travel distance and  $\leq 45$  minutes travel time, except in rural areas where community standards and documentation shall apply.

(b) Appointment/Waiting Times: Usual and customary not to exceed 3 weeks for regular appointments and 48 hours for urgent care. Waiting times shall not exceed 45 minutes.

- All other services not specified here shall meet the usual and customary standards for the community as determined by TennCare.

TennCare will evaluate the need for further action when the above standards are not met. At its sole discretion TennCare may elect one of three options: (1) TennCare may request a Corrective Action Plan (CAP), (2) a Request for Information (RFI), (3) or an On Request Report (ORR) depending on the severity of the deficiency.

The requested CAP, RFI or ORR response shall detail the Contractor's network adequacy considering any alternate measures, documentation of unique market conditions and/or its plan for correction. If TennCare determines the Contractor's response demonstrates existence of alternate measures or unique market conditions, TennCare may elect to request periodic updates from the Contractor regarding efforts to address such conditions.

## ATTACHMENT IV

### SPECIALTY NETWORK STANDARDS

The Contractor shall adhere to the following specialty network requirements to ensure access and availability to specialists for all members (adults and children) who are not dually eligible for Medicare and TennCare (non-dual members). For the purpose of assessing specialty provider network adequacy, TennCare will evaluate the Contractor's provider network relative to the requirements described below. A provider is considered a "specialist" if he/she has a provider agreement with the Contractor to provide specialty services to members.

#### Access to Specialty Care

The Contractor shall ensure access to specialty providers (specialists) for the provision of covered services. At a minimum, this means that:

- (1) The Contractor shall have provider agreements with providers practicing the following specialties: Allergy, Cardiology, Chiropractic, Dermatology, Endocrinology, Otolaryngology, Gastroenterology, General Surgery, Nephrology, Neurology, Neurosurgery, Oncology/Hematology, Ophthalmology, Orthopedics, Psychiatry (adult), Psychiatry (child and adolescent), and Urology; and
- (2) The following access standards are met:
  - o Transport access  $\leq$  60 miles travel distance and  $\leq$  90 minutes travel time for at least 75% of adult/pediatric non-dual members and
  - o Transport access  $\leq$  90 miles travel distance and  $\leq$  120 minutes travel time for ALL adult/pediatric non-dual members

#### Availability of Specialty Care

The Contractor shall provide adequate numbers of specialists for the provision of covered services to ensure adequate provider availability for its non-dual members. To account for variances in MCO enrollment size, the guidelines described in this Attachment have been established for determining the number of specialists with whom the Contractor must have a provider agreement. These are aggregate guidelines and are not age specific. To determine these guidelines the number of providers within each Grand Region was compared to the size of the population in each Grand Region. The Contractor shall have a sufficient number of provider agreements with each type of specialist in each Grand Region served to ensure that the number of non-dual members per provider does not exceed the following:

#### *Maximum Number of Non-Dual Members per Provider by Specialty*

Specialty	Number of Non-Dual Members
Allergy & Immunology	100,000
Cardiology	20,000
Chiropractic	30,000
Dermatology	40,000
Endocrinology	25,000
Gastroenterology	30,000

General Surgery	50,000
Nephrology	50,000
Neurology	35,000
Neurosurgery	45,000
Oncology/Hematology	80,000
Ophthalmology	20,000
Orthopedic Surgery	15,000
Otolaryngology	30,000
Psychiatry (adult)	25,000
Psychiatry (child & adolescent)	150,000
Urology	30,000

**Access to Opioid Use Disorder (OUD) treatment providers**

The Contractor shall ensure access to OUD treatment providers for the provision of covered services. At a minimum, this means that the following access standards are met:

- Transport access ≤ 45 miles travel distance and ≤ 45 minutes travel time for at least 75% of non-dual members and
- Transport access ≤ 60 miles travel distance and ≤ 60 minutes travel time for ALL non-dual members

**Availability of OUD Treatment Care**

The Contractor shall provide adequate numbers of OUD treatment providers for the provision of covered services to ensure adequate provider availability for its non-dual members. To account for variances in MCO enrollment size, the guidelines described in this Attachment have been established for determining the number of OUD treatment providers with whom the Contractor must have a provider agreement. These are aggregate guidelines and are not age specific. The Contractor shall have a sufficient number of provider agreements with each type of specialist in each Grand Region served to ensure that the number of non-dual members per provider does not exceed the following:

***Maximum Number of Non-Dual Members per Provider by Specialty***

Specialty	Number of Non-Dual Members
OUD Treatment provider contracted to treat with buprenorphine	10,000
OUD Treatment provider contracted to treat with Methadone	50,000

**Capacity of OUD Treatment Providers**

The Contractor may offer a BESMART contract to providers who are a licensed medical doctor (MD), doctor of osteopathic medicine (DO), nurse practitioner (NP), or physician assistant (PA) who are all subject to the requirements outlined in the associated BESMART Program Description.

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Nurse practitioners and physician assistants must participate in the Contractor's network of BESMART providers in order to be reimbursed for MAT covered services in which the NP or PA prescribes buprenorphine containing products to TennCare enrollees. The supervising physician of the nurse practitioner or physician's assistant must also be a participating provider of the Contractor's BESMART network.

**(Provider Enrollment File service type coding options for OUD treatment providers are identified in Attachment V.)**

TennCare will evaluate the need for further action when the above standards are not met. At its sole discretion TennCare may elect one of three options: (1) TennCare may request a Corrective Action Plan (CAP), (2) a Request for Information (RFI), (3) or an On Request Report (ORR) depending on the severity of the deficiency.

The requested CAP, RFI or ORR response shall detail the Contractor's network adequacy considering any alternate measures, documentation of unique market conditions and/or its plan for correction. If TennCare determines the Contractor's response demonstrates existence of alternate measures or unique market conditions, TennCare may elect to request periodic updates from the Contractor regarding efforts to address such conditions.

## ATTACHMENT V

### ACCESS & AVAILABILITY FOR BEHAVIORAL HEALTH SERVICES

The Contractor shall adhere to the following behavioral health network requirements to ensure access and availability to Behavioral Health Services for all members (adults and children). For the purpose of assessing behavioral health provider network adequacy, TennCare will evaluate the Contractor's provider network relative to the requirements described below. Providers serving adults shall be evaluated separately from those serving children.

#### Access to Behavioral Health Services

The Contractor shall ensure access to behavioral health providers for the provision of covered services. At a minimum, this means that:

The Contractor shall have provider agreements with providers of the services listed in the table below and meet the geographic and time for admission/appointment requirements.

Service Type	Geographic Access Requirement	Maximum Time for Admission/ Appointment
<b>Psychiatric Inpatient Hospital Services</b>	Transport access ≤ 90 miles travel distance and ≤ 120 minutes travel time for all CHILD and ADULT members	4 hours (emergency involuntary)/24 hours (involuntary)/24 hours (voluntary)
<b>24 Hour Psychiatric Residential Treatment</b>	Not subject to geographic access standards	Within 30 calendar days
<b>Outpatient Non-MD Services</b>	Transport access ≤ 30 miles travel distance and ≤ 45 minutes travel time for at least 75% of CHILD and ADULT members and ≤ 60 miles travel distance and ≤ 60 minutes travel time for all CHILD and ADULT members	Within 10 business days; if urgent, within 48 hours
<b>Intensive Outpatient</b> (may include Day Treatment (adult), Intensive Day Treatment (Children & Adolescent) or Partial Hospitalization)	Transport access ≤ 90 miles travel distance and ≤ 90 minutes travel time for 75% of CHILD and ADULT members and ≤ 120 miles travel distance and ≤ 120 minutes travel time for all CHILD and ADULT members	Within 10 business days; if urgent, within 48 hours
<b>Inpatient Facility Services</b> (Substance Use Disorder)	Transport access ≤ 90 miles travel distance and ≤ 120 minutes travel time for all CHILD and ADULT members	Within 2 calendar days; for detoxification - within 4 hours in an emergency and 24 hours for non-emergency
<b>24 Hour Residential Treatment Services</b> (substance use disorder)	Not subject to geographic access standards	Within 10 business days



<b>Outpatient Treatment Services</b> (Substance Use Disorder)	Transport access ≤ 30 miles travel distance and ≤ 30 minutes travel time for 75% of CHILD and ADULT members and ≤ 45 miles travel distance and ≤ 45 minutes travel time for all CHILD and ADULT members	Within 10 business days; for detoxification – within 24 hours
<b>Intensive Community-Based Treatment Services</b>	Not subject to geographic access standards	Within 7 calendar days
<b>Tennessee Health Link Services</b>	Not subject to geographic access standards	Within 30 Calendar Days
<b>Psychosocial Rehabilitation</b> (may include Supported Employment, Illness Management & Recovery, Peer Recovery services or Family Support services)	Not subject to geographic access standards	Within 10 business days
<b>Supported Housing</b>	Not subject to geographic access standards	Within 30 calendar days
<b>Crisis Services (Mobile)</b>	Not subject to geographic access standards	Face-to-face contact within 2 hours for emergency situations and 4 hours for urgent situations
<b>Crisis Stabilization</b>	Not subject to geographic access standards	Within 4 hours of referral

TennCare will evaluate the need for further action when the above standards are not met. At its sole discretion TennCare may elect one of three options: (1) TennCare may request a Corrective Action Plan (CAP), (2) a Request for Information (RFI), (3) or an On Request Report (ORR) depending on the severity of the deficiency.

The requested CAP, RFI or ORR response shall detail the Contractor's network adequacy considering any alternate measures, documentation of unique market conditions and/or its plan for correction. If TennCare determines the Contractor's response demonstrates the existence of alternate measures or unique market conditions, TennCare may elect to request periodic updates from the Contractor regarding efforts to address such conditions.

At a minimum, providers for the following service types shall be reported on the Provider Enrollment File:

<b>Service Type</b>	<b>Service Code(s) for use in position 330-331 of the Provider Enrollment File</b>
<b>Psychiatric Inpatient Hospital Services</b>	Adult - 11, 79, 85 Child – A1 or H9
<b>24 Hour Psychiatric Residential Treatment</b>	Adult - 13, 81, 82 Child – A9, H1, or H2
<b>Outpatient MD Services (Psychiatry)</b>	Adult – 19 Child – B5
<b>Outpatient Non-MD Services</b>	Adult – 20 Child – B6
<b>Intensive Outpatient/ Partial Hospitalization</b>	Adult – 21, 23, 62 Child - B7, C2, C3
<b>Inpatient Facility Services</b> (Substance Use Disorder)	Adult – 15, 17 Child – A3, A5
<b>24 Hour Residential Treatment Services</b> (Substance Use Disorder)	Adult - 56 Child - F6
<b>Outpatient Treatment Services</b> (Substance Use Disorder)	Adult – 27 or 28 Child – D3 or D4
<b>Intensive Community-Based Treatment Services</b>	Adult - 66, or 83 Child – C7, G2, G6, or K1
<b>Tennessee Health Link Services</b>	Adult-31 Child-D7
<b>Psychiatric Rehabilitation Services:</b>	
<b>Psychosocial Rehabilitation</b>	42
<b>Supported Employment</b>	44
<b>Peer Recovery Services</b>	88
<b>Family Support Services</b>	49
<b>Illness Management &amp; Recovery</b>	91
<b>Supported Housing</b>	32 and 33
<b>Crisis Services (Mobile)</b>	Adult - 37, 38, 39 Child - D8, D9, E1
<b>Crisis Respite</b>	Adult – 40 Child – E2
<b>Crisis Stabilization</b>	Adult 41
<b>Opioid Use Disorder – Treatment with buprenorphine only</b>	P1
<b>Opioid Use Disorder – Treatment with buprenorphine OR naltrexone</b>	P2
<b>Opioid Use Disorder – Treatment with naltrexone only</b>	P3
<b>Opioid Use Disorder – Treatment with methadone</b>	P4
<b>Opioid Use Disorder – [NP and PA only] Buprenorphine at OBOT</b>	P5
<b>Opioid Use Disorder – [NP and PA only] Buprenorphine at CMHC</b>	P6
<b>Opioid Use Disorder – [NP and PA only] Buprenorphine at FQHC</b>	P7

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**ATTACHMENT VI - INTENTIONALLY LEFT BLANK**

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**ATTACHMENT VII - INTENTIONALLY LEFT BLANK**

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**ATTACHMENT VIII - INTENTIONALLY LEFT BLANK**

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## **ATTACHMENT IX, EXHIBIT A - PSYCHIATRIC HOSPITAL/RTF READMISSION REPORT**

The *Psychiatric Hospital/RTF Readmission Report* required in Section 2.30.4.1 shall include, at a minimum, the following data elements:

1. Readmission rates by age group (under 18 and 18 and over) for
  - a.) Seven (7) days
  - b.) Thirty (30) days

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## ATTACHMENT IX, EXHIBIT B - POST-DISCHARGE SERVICES REPORT

The *Post-Discharge Services Report* required in Section 2.30.4.2 shall include, at a minimum, the following data elements:

1. MCO ID number
2. Number and percentage of compliance for kept appointments that occur within seven (7) calendar days of the date of discharge from psychiatric inpatient or residential treatment facility. Appointments that meet compliance include the following:
  - A. Intake
  - B. Non-Urgent Services:
    - 1) MD Services (Medication Management, Psychiatric Evaluation)
    - 2) Non-MD Services (Psycho- Therapy)
    - 3) Substance Use Disorder (SUD) (SUD IOP, SUD therapy)
    - 4) Psychosocial Rehabilitation (Psych Rehab, Supportive Employment, Supported Housing, Illness Management and Recovery, Peer Recovery Services and Family Support Services)
    - 5) Tennessee Health Link
  - C. Urgent Services
    - 1) MD Services
    - 2) Non-MD Services
    - 3) Substance Use Disorder (SUD IOP) or Detoxification

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**ATTACHMENT IX, EXHIBIT C – ANNUAL PLAN AND QUARTERLY SUMMARY FOR THE  
MONITORING OF BEHAVIORAL HEALTH APPOINTMENT TIMELINESS**

**I. Annual Plan for the Monitoring of Behavioral Health Appointment Timeliness**

The *Annual Plan for the Monitoring of Behavioral Health Appointment Timeliness* required in Section 2.30.8.5 will be submitted to the Division of TennCare by December 31 of each year, with the first annual plan due for submission by July 31, 2025. This deliverable shall include, at a minimum, the following elements:

1. A plan for how the Contractor monitors and evaluates behavioral health providers for compliance with the timeliness of appointment standards that are outlined for behavioral health in Attachment III for routine MD (behavioral health) specialty care and Attachment V for Outpatient Non-MD Behavioral Health Services.
2. The plan shall include a delineation of methodologies used for monitoring and evaluation:
  - a. The plan shall include at minimum, at least one method that incorporates either a phone survey or on-site audit.
  - b. The report shall include the frequency of surveys/audits, number of site visits, and types of providers monitored, by (MD and non-MD), and by age group (under 18 years of age and 18 years of age and over) as well as number of phone calls or number of appointments evaluated for timeliness, by type (MD/non-MD) and (under 18 years of age and 18 years of age and over) for each provider.
3. This report will also include the types of correspondence with providers regarding timeliness of appointments; number of performance reports issued to providers, number of Corrective Action Plans (CAPs) issued to providers and results of follow-up to the CAPs.
4. A summary of overall findings will include a summary of results across providers; how representative the sample of surveys/site visits are of the overall volume of services provided; analysis of data collection and identification and resolution of problems, including percentage of compliance with standards in Attachments III and V, as outlined in # 1 above.
5. Description of record keeping, including results of audits and surveys, and requests for Corrective Action Plans submitted to providers.
6. A summary of other methods used to monitor the timeliness of behavioral health appointments.

**II. Quarterly Summary for the Monitoring of Behavioral Health Appointment Timeliness**

The Quarterly Summary for the Monitoring of Behavioral Health Appointment Timeliness as required in Section 2.30.8.6. will be due within thirty (30) days after completion of the quarter. This deliverable shall include, at a minimum, a summary and update of the quarterly activities and results outlined in the Annual Plan for the Monitoring of Behavioral Health Appointment Timeliness as required in Section 2.30.8.5, including strategies, results and outcomes of efforts to improve timeliness of appointments.



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## ATTACHMENT IX, EXHIBIT D - REPORT OF ESSENTIAL HOSPITAL SERVICES

### Instructions for Completing Report of Essential Hospital Services

The chart for the *Report of Essential Hospital Services* required in Section 2.30.8.4 is to be prepared based on the Contractor's provider network for essential hospital services in each Grand Region in which the Contractor has (or expects to have) TennCare members.

- Fill out one report for each Grand Region. In the top portion of the grid, indicate the MCO name, the Grand Region, the total number of MCO members in the Grand Region and the date that such total enrollment was established.
  - Provide information on each contract and non-contract facility that serves (or will serve) members in the identified Grand Region. The MCO should use a separate row to report information on each such facility.
1. In the first column, "Name of Facility" indicate the complete name of the facility.
  2. In the second column, "TennCare ID" indicate the TennCare ID assigned to the facility.
  3. In the third column, "NPI" indicate the National Provider Identifier issued to the facility.
  4. In the fourth column, "City/Town" indicate the city or town in which the designated facility is located.
  5. In the fifth column, "County", indicate the name of the county in which this facility is located.
  6. In the sixth through the thirteenth columns indicate the status of the Contractor's relationship with the specific facility for each of these covered hospital services, e.g., Neonatal, Perinatal, Pediatric, Trauma, Burn, Center of Excellence for AIDS, Center of Excellence for Children at Risk or in State Custody and Centers of Excellence for Behavioral Health. For example:
    - If the Contractor has an executed provider agreement with the facility for neonatal services, insert an "E" in the column labeled "Neonatal".
    - If the Contractor does not have an executed provider agreement with this facility for "Neonatal", but has another type of arrangement with this facility, the Contractor should indicate the code that best describes its relationship (L=letter of intent; R=on referral basis; N=in contract negotiations; O=other arrangement). For any facility in which the Contractor does not have an executed provider agreement and is using as a non-contract provider, the Contractor should submit a brief description (one paragraph) of its relationship with the facility including an estimated timeline for executing a provider agreement, if any.
    - If the Contractor does not have any relationship for neonatal services with the facility on this row, the Contractor should leave the cell labeled "neonatal" blank.

**ATTACHMENT IX, EXHIBIT E - ESSENTIAL HOSPITAL SERVICES REPORT**

**MCO Name:** \_\_\_\_\_

**Grand Region:** \_\_\_\_\_

**Number of TennCare Members:**  
\_\_\_\_\_

**as of (date):** \_\_\_\_\_

Name of Facility	TennCare ID	NPI	City/Town	County	Neonatal	Perinatal	Pediatric	Trauma	Burn	AIDS Center of Excellence	Center of Excellence for Children at Risk or in State Custody	Center of Excellence for Behavioral Health	Comments

- E = Executed Provider Agreement
- L = Letter of Intent
- R = On Referral Basis
- N = In Contract Negotiations
- O = Other Arrangement

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**If no relationship for a particular service leave cell blank**

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**ATTACHMENT IX, EXHIBIT E - FQHC REPORT**

**MCO Name:** \_\_\_\_\_

**As of January 1,** \_\_\_\_\_

Please provide the information identified below for each FQHC with which the MCO has a provider agreement.

1. FQHC Name: \_\_\_\_\_
2. FQHC Address: \_\_\_\_\_  
\_\_\_\_\_
  
3. Total Amount Paid for the previous twelve  
(12) month period from July 1 through June  
30: \_\_\_\_\_

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## ATTACHMENT IX, EXHIBIT F - COST AND UTILIZATION SUMMARIES

The quarterly Cost and Utilization Summaries required in Section 2.30.11.2 shall include the following:

- 1) Data elements for Top 25 Providers (broken down by facilities, practitioners, ancillary providers, transportation providers) by Amount Paid
  - Rank
  - Provider type
  - Provider Name
  - Street Address (Physical Location)
  - City
  - State
  - Zip Code
  - Amount Paid to Each Provider
  - Amount Paid as a Percentage of Total Provider Payments
- 2) Data elements for Top 25 Inpatient Diagnoses by Number of Admissions
  - Rank
  - DRG Code (Diagnosis Code)
  - Description
  - Amount Paid
  - Admits
  - Admits as a Percentage of Total Admits
- 3) Data elements for Top 25 Inpatient Diagnoses by Amount Paid
  - Rank
  - DRG Code (Diagnosis Code)
  - Description
  - Admits
  - Amount Paid
  - Amount Paid as a Percentage of Total Inpatient Dollars
- 4) Data elements for Top 25 Outpatient Diagnoses by Number of Visits
  - Rank

- 
- Diagnosis code
  - Description
  - Amount Paid
  - Visits
  - Visits as a percentage of Total Outpatient Visits
- 5) Data elements for Top 25 Outpatient Diagnoses by Amount Paid
- Rank
  - Diagnosis Code
  - Description
  - Visits
  - Amount Paid
  - Amount Paid as a Percentage of Total Outpatient Payments
- 6) Data elements for Top 10 Inpatient Surgical/Maternity Procedures (DRGs) by Number of Admissions
- Rank
  - DRG Code
  - Description
  - Amount Paid
  - Number of Admissions
  - Admissions as a Percentage of Total Admissions
- 7) Data elements for Top 10 Inpatient Surgical/Maternity Procedures (DRGs) by Amount Paid
- Rank
  - DRG Code
  - Description
  - Number of Procedures
  - Amount Paid
  - Amount Paid as a Percentage of Total Inpatient Surgical/Maternity Payments
- 8) Data elements for Top 10 Outpatient Surgical/Maternity Procedures by Number of Procedures
- Rank
  - Procedure Code
  - Description
  - Amount Paid

- 
- Number of Procedures
  - Procedures as a Percentage of Total Surgical/Maternity Procedures

9) Data elements for Top 10 Outpatient Surgical/Maternity Procedures by Amount Paid

- Rank
- Procedure Code
- Description
- Number of Procedures
- Amount Paid
- Amount Paid as a Percentage of Total Outpatient Surgical/Maternity Payments

**ATTACHMENT IX, EXHIBIT G - MEMBER SERVICES, PROVIDER SERVICES, AND UTILIZATION MANAGEMENT PHONE LINE REPORT**

MCO Name: \_\_\_\_\_  
 Report Submission Date: \_\_\_\_\_  
 Reporting Quarter: \_\_\_\_\_

<b>*Statewide Data Only</b>		<b>[Month 1]</b>	<b>[Month 2]</b>	<b>[Month 3]</b>
<b>Member Services Line</b>	Total Number of Calls Received			
	Total Number of Abandoned Calls			
	% of Calls Abandoned			
	Average Time to Answer Calls			
	Number of Calls Answered within 30 Seconds			
	% of Calls Answered within 30 Seconds			
<b>Provider Services Line</b>	Total Number of Calls Received			
	Total Number of Abandoned Calls			
	% of Calls Abandoned			
	Average Time to Answer			
	Number of Calls Answered within 30 Seconds			
	% of Calls Answered within 30 Seconds			
<b>Utilization Management Line</b>	Total Number of Calls Received			
	Total Number of Abandoned Calls			
	% of Calls Abandoned			
	Average Time to Answer			
	Number of Calls Answered within 30 Seconds			
	% of Calls Answered within 30 Seconds			



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**Narrative:** [Explain performance deficiencies when identified and list action steps being taken to address reported deficiencies]

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**ATTACHMENT IX, EXHIBIT H – IMMEDIATE ELIGIBILITY INVOICE**

**CONTRACTOR NAME**

CUMULATIVE BILLING SUMMARY FOR DCS CHILDREN NOT TENNCARE ELIGIBLE

For the Period \_\_\_\_\_, Through \_\_\_\_\_, with Information Received Through \_\_\_\_\_

Month	Claims Paid	Number of Members Termed	Administrative Fee	Amount Received	Amount Due
January	\$ -	2	\$87.36	\$ -	\$ 87.36
February	-	8	349.44	-	349.44
March	-	9	393.12	-	393.12
April	-	25	1,092.00	-	1,092.00
May	-	31	1,354.08	-	1,354.08
June	-	24	1,048.32	-	1,048.32
June	-	28	1,223.04	-	1,223.04
<b>Total</b>	\$ -	127	\$ 5,547.36	\$ -	\$ 5,547.36

**Net Due**

**\$ 5,547.36**

Claims Paid

Represents claim paid during the month noted. A detail report by date of service and date paid is also attached. These claims have already been paid and, as such, the total represents the amount DCS needs to reimburse the Division of TennCare.

Number of Members Termed

Represents a count of the number of members whose eligibility termed during the noted month.

Administrative Fee

The agreed upon flat administrative fee owed for each unique member span.

Net Due

Current amount of Administrative Fee owed to **CONTRACTOR NAME**. (Administrative Fee less Amount Received)

**CONTRACTOR NAME**

CUMULATIVE BILLING SUMMARY FOR DCS CHILDREN NOT TENNCARE ELIGIBLE

For the Period \_\_\_\_\_, Through \_\_\_\_\_, with Information Received Through \_\_\_\_\_

Month	Claims Paid	Number of Members Termed	Administrative Fee	Amount Received	Amount Due
January		\$ - 2	\$ 87.36	\$ -	\$ 87.36
February	-	8	349.44	-	349.44
March	-	9	393.12	-	393.12
April	-	25	1,092.00	-	1,092.00
May	-	31	1,354.08	-	1,354.08
June	-	24	1,048.32	-	1,048.32
July	-	28	1,223.04	-	1,223.04
<b>Total</b>	\$ -	127	\$ 5,547.36	\$ -	\$ 5,547.36

**Net Due**

**\$ 5,547.36**

Claims Paid

Represents claim paid during the month noted. A detail report by date of service and date paid is also attached. These claims have already been paid and, as such, the total represents the amount DCS needs to reimburse the Division of TennCare.

Number of Members Termed

Represents a count of the number of members whose eligibility termed during the noted month.

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Administrative Fee

The agreed upon flat administrative fee owed for each unique member span.

Net Due

Current amount of Administrative Fee owed to **CONTRACTOR NAME**. (Administrative Fee less Amount Received)

CLAIMS PAID FOR DCS CHILDREN NOT TENNCARE ELIGIBLE

For the Period \_\_\_\_\_, Through \_\_\_\_\_, with Information Received Through \_\_\_\_\_

Paid Month	Date of Service Month												Total Paid	
	January 2003	February 2003	March 2003	April 2003	May 2003	June 2003	July 2003	August 2003	September 2003	October 2003	November 2003	December 2003		
January 2003	\$ -													\$ -
February 2003	\$ -	\$ -												\$ -
March 2003	\$ -	\$ -	\$ -											\$ -
April 2003	\$ -	\$ -	\$ -	\$ -										\$ -
May 2003	\$ -	\$ -	\$ -	\$ -	\$ -									\$ -
June 2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								\$ -
July 2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							\$ -
August 2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
September 2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
October 2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
November 2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
December 2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ADMINISTRATIVE FEE FOR DCS CHILDREN NOT TENNCARE ELIGIBLE

For the Period \_\_\_\_\_, Through \_\_\_\_\_, with Information Received Through \_\_\_\_\_

Member Number	Member Name	Effective Date	Term Date	01	02	03	04	05	06	07	Month	Total Days	Administrative Fee
123456885		06/26/2002	07/02/2002	0	0	0	0	0	5	2	200207	7	43.68
123456886		04/12/2002	04/16/2002	0	0	0	5	0	0	0	200204	5	43.68
123456887		04/26/2002	04/30/2002	0	0	0	5	0	0	0	200204	5	43.68
123456888		05/23/2002	05/27/2002	0	0	0	0	5	0	0	200205	5	43.68
123456889		05/23/2002	05/27/2002	0	0	0	0	5	0	0	200205	5	43.68
123456890		02/08/2002	02/11/2002	0	4	0	0	0	0	0	200202	4	43.68
123456891		02/19/2002	02/22/2002	0	4	0	0	0	0	0	200202	4	43.68
123456892		05/20/2002	05/23/2002	0	0	0	0	4	0	0	200205	4	43.68
123456893		06/21/2002	06/24/2002	0	0	0	0	0	4	0	200206	4	43.68
123456894		06/21/2002	06/24/2002	0	0	0	0	0	4	0	200206	4	43.68
123456895		06/21/2002	06/24/2002	0	0	0	0	0	4	0	200206	4	43.68
123456896		06/21/2002	06/24/2002	0	0	0	0	0	4	0	200206	4	43.68
123456897		02/05/2002	02/07/2002	0	3	0	0	0	0	0	200202	3	43.68
123456898		02/05/2002	02/07/2002	0	3	0	0	0	0	0	200202	3	43.68
123456899		02/11/2002	02/13/2002	0	3	0	0	0	0	0	200202	3	43.68
123456900		03/18/2002	03/20/2002	0	0	3	0	0	0	0	200203	3	43.68
123456901		03/22/2002	03/24/2002	0	0	3	0	0	0	0	200203	3	43.68
123456902		04/05/2002	04/07/2002	0	0	0	3	0	0	0	200204	3	43.68
123456903		04/22/2002	04/24/2002	0	0	0	3	0	0	0	200204	3	43.68
123456904		05/31/2002	06/02/2002	0	0	0	0	1	2	0	200206	3	43.68
123456905		01/30/2002	01/31/2002	2	0	0	0	0	0	0	200201	2	43.68
123456906		03/17/2002	03/18/2002	0	0	2	0	0	0	0	200203	2	43.68
123456907		04/29/2002	04/30/2002	0	0	0	2	0	0	0	200204	2	43.68
123456908		04/30/2002	05/01/2002	0	0	0	1	1	0	0	200205	2	43.68
123456909		05/20/2002	05/21/2002	0	0	0	0	2	0	0	200205	2	43.68
123456910		03/12/2002	03/12/2002	0	0	1	0	0	0	0	200203	1	43.68
123456911		03/19/2002	03/19/2002	0	0	1	0	0	0	0	200203	1	43.68
123456912		06/22/2002	06/22/2002	0	0	0	0	0	1	0	200206	1	43.68
123456913		07/17/2002	07/17/2002	0	0	0	0	0	0	1	200207	1	43.68

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**ATTACHMENT X**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

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**ATTACHMENT XI**  
**NEMT REQUIREMENTS**

**A.1 GENERAL**

- A.1.1 The Contractor, in its delivery of NEMT services, shall comply with all of the requirements in this Attachment XI. The requirements in this Attachment are in addition to, not instead of, requirements found elsewhere in the Contract.
- A.1.2 The Contractor shall develop written policies and procedures that describe how the Contractor, in the delivery of NEMT services, shall comply with the requirements of the Contract, including this Attachment. Pursuant to Section 2.25.4.2 of the Contract, TennCare will specify the policies and procedures that must be prior approved in writing by TennCare. As part of its policies and procedures the Contractor shall develop an operating procedures manual detailing procedures for meeting, at a minimum, requirements regarding the following:
- 1.2.1 Requesting NEMT services (see Section A.3 of this Attachment);
  - 1.2.2 Approving NEMT services (see Section A.4 of this Attachment); and
  - 1.2.3 Scheduling, assigning and dispatching trips (see Section A.5 of this Attachment).
- A.1.3 The Contractor shall develop and submit to the Division of TennCare for approval, a policy addressing No-Shows which limits the amount of trips a member can take when the Contractor has determined that the member has missed scheduled trips for NEMT services for a designated number of trips. Upon the approval of these policies by the Office of Compliance Management, the Contractor shall assure all policies are implemented and followed by their NEMT brokers and their providers.

**A.2 NEMT IMPLEMENTATION WORK PLAN AND READINESS REVIEW**

- A.2.1 The Contractor shall prepare and maintain throughout the implementation period an implementation work plan that details all of the tasks required to successfully implement all of the NEMT requirements of the Contract, including this Attachment XI, by July 1, 2025. The Contractor shall submit the final implementation work plan to TennCare for prior written approval within a timeframe described by TennCare. By July 1, 2025, the Contractor shall have fully implemented the implementation work plan, and the Contractor may be subject to liquidated damages for failure to comply with the provisions herein.
- A.2.2 Prior to implementation of the NEMT requirements in this Attachment, as determined by TennCare, the Contractor shall demonstrate to TennCare's satisfaction that, in its delivery of NEMT services, the Contractor is able to meet all of the NEMT requirements of the Contract, including but not limited to this Attachment XI.
- A.2.3 The Contractor shall cooperate in a Readiness Review conducted by TennCare to review the Contractor's readiness to begin providing NEMT services in accordance with the Contract. This review may include, but is not limited to, desk and on-site review of documents provided by the Contractor, a walk-through of the Contractor's operations, system demonstrations (including



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systems connectivity testing), and interviews with Contractor's staff. The scope of the review may include any and all NEMT requirements of the Contract as determined by TennCare.

A.2.4 Based on the results of the review activities, TennCare will issue a letter of findings and, if needed, will request a Corrective Action Plan from the Contractor.

### A.3 **REQUESTING NEMT SERVICES**

A.3.1 Members or their representatives shall be allowed to make requests for NEMT services on behalf of members. For DCS enrollees (as defined in Exhibit A of this Attachment), representatives include the member's DCS liaison, foster parent, adoptive parent, or provider. For members enrolled in an HCBS waiver for persons with Intellectual Disabilities, the member's Independent Support Coordinator/Case Manager or the member's residential or day services provider may make requests for NEMT services, even when the member's residential or day services provider is also the contract provider that will deliver the NEMT services to the member.

A.3.2 Requests for NEMT services should be made at least seventy-two (72) hours based on calendar days before the NEMT service is needed. However, this time frame does not apply to urgent trips (see Section A.5.7 of this Attachment), scheduling changes initiated by the provider, and follow-up appointments when the time frame does not allow advance scheduling. In addition, the Contractor shall accommodate requests for NEMT services that are made within the following time frames: three (3) hours before the NEMT service is needed when the pick-up address is in an urban area and four (4) hours before the NEMT service is needed when the pick-up address is in a non-urban area. The Contractor shall provide additional education to members who fail to request transportation seventy-two (72) hours before the NEMT service is needed (see Section A.10 of this Attachment).

A.3.3 The Contractor shall not have a time limit for scheduling transportation for future appointments. For example, if a member calls to schedule transportation to an appointment that is scheduled in two (2) months, the Contractor shall arrange for that transportation and shall not require the member to call back at a later time. Members identified as a No Show and have been placed on probation may be required to call back at a later time.

### A.4 **APPROVING NEMT SERVICES**

#### A.4.1 **General**

4.1.1 Transportation for a minor child shall not be denied pursuant to any policy that poses a blanket restriction due to member's age or lack of accompanying adult. Any decision to deny transportation of a minor child due to a member's age or lack of an accompanying adult shall be made on a case-by-case basis and shall be based on the individual facts surrounding the request and State of Tennessee law. Tennessee recognizes the "mature minor exception" to permission for medical treatment. The age of consent for children with mental illness is sixteen (16) (see T.C.A. 33-8-202).

4.1.2 As part of the approval process, the Contractor shall:

4.1.2.1 Collect relevant information from the caller and enter it into the Contractor's system (see Section A.5.10 of this Attachment);

4.1.2.2 Verify the member's eligibility for NEMT services;

- 
- 4.1.2.3 Determine the appropriate mode of transportation for the member;
  - 4.1.2.4 Determine the appropriate level of service for the member;
  - 4.1.2.5 Approve or deny the request. Transportation shall not be denied for a member with minor children with whom daycare could not be arranged when a member established the need for them to be included in order to reserve space and child restraint upon scheduling of the trip; and
  - 4.1.2.6 Enter the appropriate information into the Contractor's system (see Section A.5.10 of this Attachment).

#### **A.4.2 Verifying Eligibility for NEMT Services**

- 4.2.1 The Contractor shall screen all requests for NEMT services to confirm each of the following items:
  - 4.2.2 That the person for whom the transportation is being requested is a TennCare enrollee and enrolled in the Contractor's MCO;
  - 4.2.3 That the service for which NEMT service is requested is a TennCare covered service (as defined in Exhibit A of this Attachment);
  - 4.2.4 That the enrollee is eligible in accordance with policies and procedures approved by the Office of Compliance Management regarding No-Shows; and
  - 4.2.5 That the transportation is a covered NEMT service (see Section 2.6.1.3 of the Contract).

#### **A.4.3 Determining the Appropriate Mode of Transportation**

##### **4.3.1 General**

- 4.3.1.1 If the criteria in Section A.4.2 of this Attachment are met, the Contractor shall determine what mode of transportation is appropriate to meet the needs of the member. The modes of transportation that shall be covered by the Contractor include, but are not limited to: fixed route, multi-passenger van, wheelchair van, invalid vehicle, ambulance and member mileage reimbursement program.
- 4.3.1.2 In order to determine the appropriate mode of transportation, the Contractor shall:
  - 4.3.1.2.1 Determine whether the member is ambulatory and the member's current level of mobility and functional independence;
  - 4.3.1.2.2 Determine whether the member will be accompanied by an escort, and, if so, whether the member requires assistance and whether the escort meets the requirements for an escort (see TennCare rules and regulations);
  - 4.3.1.2.3 Determine whether a member is under the age of eighteen (18) and will be accompanied by an adult; and
  - 4.3.1.2.4 Assess any special conditions or needs of the member, including physical or behavioral health disabilities.

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#### 4.3.2 Fixed Route

- 4.3.2.1 The Contractor shall utilize fixed route transportation whenever available and appropriate to meet the needs of the member.
- 4.3.2.2 The Contractor shall be familiar with schedules of fixed route transportation in communities where it is available and where it becomes available during the term of the Contract.
- 4.3.2.3 The Contractor shall distribute and/or arrange for the distribution of fixed route tickets or passes to members for whom fixed route transportation is available and appropriate. The Contractor shall have controls in place to track the distribution of tickets/passes. The Contractor shall use best efforts that tickets/passes are used appropriately.
- 4.3.2.4 The Contractor shall consider the following when determining whether fixed route transportation is available and appropriate for a member:
  - 4.3.2.4.1 The furthest distance a member shall be required to travel to or from a fixed route transportation stop is one-third (1/3) of a mile;
  - 4.3.2.4.2 The member shall not be required to change buses/trolleys more than once each leg of the trip;
  - 4.3.2.4.3 Using fixed route transportation shall not increase travel time more than sixty (60) minutes as compared to transportation directly from the pick-up location to the drop-off destination;
  - 4.3.2.4.4 The fixed route transportation schedule shall allow the member to arrive at the destination no more than sixty (60) minutes prior to the scheduled appointment time and shall be flexible on the return so that the member does not have to wait at the pick-up location more than sixty (60) minutes after the estimated time the appointment will end;
  - 4.3.2.4.5 Whether fixed route transportation is appropriate based on the member's physical or behavioral health disabilities; and
  - 4.3.2.4.6 Whether using fixed route for the requested trip is appropriate considering the accessibility of the stops and the safety in accessing the stops.
- 4.3.2.5 Fixed route shall not be appropriate for a member whose physician states in writing that the member cannot use fixed route transportation.

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#### 4.3.3 Ambulance

The Contractor's policies and procedures regarding the appropriateness of using an ambulance to provide covered NEMT services shall be based on Medicare's medical necessity requirements (see, e.g., 42 CFR 410.40 and Medicare Benefit Policy Manual, Chapter 10 - Ambulance Services).

#### 4.3.4 Member Mileage Reimbursement

The Contractor shall follow policies and procedures as provided by TennCare when utilizing this method of transportation. Reporting requirements are specified in Section A.19 of this Attachment.

#### A.4.4 **Determining Level of Service**

4.4.1 The Contractor shall assess the member's needs to determine whether the member requires curb-to-curb, door-to-door, or hand-to-hand service (as these terms are defined in Exhibit A of this Attachment).

4.4.2 The Contractor may require a medical certification statement from the member's provider in order to approve door-to-door or hand-to-hand service. Medical certification shall be completed within the time frames specified in Section A.5.1.4 of this Attachment.

4.4.3 The Contractor shall ensure that members receive the appropriate level of service.

4.4.4 Failure to comply with requirements regarding level of service may result in liquidated damages as provided in Section E.27.2 of the Contract.

#### A.4.5 **Standing Orders**

4.5.1 Except as provided in this Section A.4.5, the approval of Standing Orders by the Contractor shall be consistent with the requirements in Sections A.4.1 through A.4.4.

4.5.2 In order to approve a Standing Order (as defined in Exhibit A of this Attachment), the Contractor shall, at a minimum, call the provider to verify the series of appointments. The Contractor may, at its discretion, require that the member's provider certify the series of appointments in writing.

4.5.3 The Contractor shall approve Standing Orders consistent with the series of appointments. For example, if the member has a series of appointments over six (6) months, the Contractor shall approve transportation for each trip, including all legs of the trip, for the six (6) months. However, the Contractor shall verify the member's eligibility prior to each pick-up. The Contractor may verify additional information before each pick-up as necessary.

#### A.4.6 **Validating Requests**

4.6.1 The Contractor shall conduct random pre-transportation validation checks prior to the member receiving the services in order to prevent fraud, waste, and abuse. The amount validated shall be two percent (2%) of NEMT scheduled trips per month.

4.6.2 The Contractor may verify the need for an urgent trip with the provider prior to approving the trip.

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- 4.6.3 If requested by TennCare, the Contractor shall conduct pre-transportation validation checks of trips requested by specified members and/or to specific services or providers.
  - 4.6.4 Focus of the Pre-Validations shall be, but may not be limited to, members who utilize NEMT services frequently but do not have standing orders as well as members who routinely do not adhere to the seventy-two (72) hour notice requirement.
  - 4.6.5 All pre-transportation validation checks shall be conducted within the time frames specified in Section A.5.1.5 of this Attachment.

## **A.5 SCHEDULING, ASSIGNING, AND DISPATCHING TRIPS**

### **A.5.1 General**

- 5.1.1 The Contractor shall ensure that covered NEMT services are available twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.
- 5.1.2 After approving a NEMT service to be provided by a NEMT provider (i.e., not fixed route), the Contractor shall schedule and assign the trip to an appropriate NEMT provider as required by TennCare, including but not limited to persons enrolled in an HCBS waiver for persons with Intellectual Disabilities.
- 5.1.3 The Contractor shall approve and schedule or deny a request for transportation (including all legs of the trip) within twenty-four (24) hours of receiving the request. This time frame shall be reduced as necessary to ensure the member arrives in time for their appointment. Failure to comply with this requirement may result in liquidated damages as provided in Section E.27.2 of the Contract.
- 5.1.4 The Contractor shall ensure that trips are dispatched appropriately and meet the requirements of this Attachment. The dispatcher shall, at minimum, provide updated information to drivers, monitor drivers' locations, and resolve pick-up and delivery issues.
- 5.1.5 Failure to comply with requirements regarding scheduling, assigning and dispatching trips may result in liquidated damages as provided in Section E.27.2 of the contract.

### **A.5.2 Multi-Passenger Transportation**

- 5.2.1 The Contractor may group enrollees and trips (or legs of trips) to promote efficiency and cost effectiveness. The Contractor may contact providers if necessary, to coordinate multi-passenger transportation.
- 5.2.2 For multi-passenger trips, the Contractor shall schedule each trip leg so that a member does not remain in the vehicle for more than one (1) hour longer than the average travel time for direct transportation of that member.

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- 5.2.3 Members shall not be required to arrive at their scheduled appointment more than one (1) hour before their appointment time. Members shall not be dropped off for their appointment before the provider's office or facility has opened their doors.

**A.5.3 Choice of NEMT Provider**

Except for persons enrolled in a 1915(c) HCBS waiver for persons with Intellectual Disabilities, the Contractor is not required to use a particular NEMT provider or driver requested by the member. However, the Contractor may accommodate a member's request to have or not have a specific NEMT provider or driver. If a 1915(c) HCBS waiver participant's residential or day services waiver provider is enrolled with the Contractor as an NEMT provider (pursuant to A.12.5), the Contractor shall permit the residential or day services waiver provider to provide medically necessary, covered NEMT services for waiver participants receiving 1915(c) waiver services from the provider, so long as the provider is able to provide the appropriate mode and level of service in a timely manner.

**A.5.4 Notifying Members of Arrangements**

- 5.4.1 If possible, the Contractor shall inform the member of the transportation arrangements during the phone call requesting the NEMT service. Otherwise, the Contractor shall obtain the member's preferred method (e.g., phone call, email, fax) and time of contact, and the Contractor shall notify the member of the transportation arrangements as soon as the arrangements are in place (within the time frame specified in Section A.5.1.4 of this Attachment) and prior to the date of the NEMT service. Responsibility of determining whether transportation arrangements have been made shall not be delegated to the member. Information about transportation arrangements shall include but not be limited to the name and telephone number of the NEMT provider, the scheduled time and address of pick-up, and the name and address of the provider to whom the member seeks transport.

**5.4.2 NEMT Mobile App**

- 5.4.2.1 The Contractor shall make available to Members requiring NEMT services, a mobile app that allows the Member to track their NEMT driver in route location for pick up to and from a TennCare covered service.

**A.5.5 Notifying NEMT Providers**

- 5.5.1 The Contractor shall provide a trip manifest to the NEMT provider of all new trips requested prior to 5 p.m. on the same business day.
- 5.5.2 The Contractor shall have the ability to send trip manifests to a NEMT provider by a facsimile device or secure electronic transmission, at the option of the NEMT provider. The Contractor shall ensure that provision of the trip manifest is in compliance with HIPAA requirements (see Section 2.27 of the Contract). The Contractor shall have dedicated telephone lines available at all times for faxing purposes.
- 5.5.3 The trip manifests supplied to NEMT providers shall include all necessary information for the driver to perform the trip, including but not limited to the information listed in Exhibit B of this Attachment.
- 5.5.4 If the Contractor notifies a NEMT provider of a trip assignment after the time frame specified in Section A.5.5.1, the Contractor shall also contact the NEMT provider by telephone and electronically to confirm that the trip will be accepted.

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5.5.5 The Contractor shall communicate information regarding cancellations to the NEMT provider in an expeditious manner to avoid unnecessary trips.

**A.5.6 Accommodating Scheduling Changes**

5.6.1 The Contractor shall accommodate unforeseen schedule changes and shall timely assign the trip to another NEMT provider if necessary.

5.6.2 The Contractor shall ensure that neither NEMT providers nor drivers change the assigned pick-up time without permission from the Contractor.

**A.5.7 Urgent Trips**

For urgent trips (as defined in Exhibit A of this Attachment), the Contractor shall contact an appropriate NEMT provider so that pick-up occurs within three (3) hours after the Contractor was notified when the pick-up address is in an urban area and four (4) hours after the Contractor was notified when the pick-up address is in a non-urban area. Trip mileage does not determine if a trip is urban or non-urban. As provided in Section A.4.6.2 of this Contract, the Contractor may verify the need for an urgent trip. Failure to comply with requirements regarding urgent trips may result in liquidated damages as provided in Section E.27.2 of the Contract.

**A.5.8 Adverse Weather Plan**

The Contractor shall have policies and procedures for transporting members who need critical medical care, including but not limited to renal dialysis and chemotherapy, during adverse weather conditions. "Adverse weather conditions" includes, but is not limited to, extreme heat, extreme cold, flooding, tornado warnings and heavy snowfall. The policies and procedures shall include, at a minimum, staff training, methods of notification, and member education.

**A.5.9 Contingency and Back-Up Plans**

The Contractor shall have policies and procedures that describe contingency plans for unexpected peak transportation demands and back-up plans for instances when a vehicle is excessively late (more than twenty (20) minutes late) or is otherwise unavailable for service.

**A.5.10 Approval and Scheduling System Features**

5.10.1 Each transportation request processed by the Contractor shall be assigned a unique number, shall contain all pertinent information about the request, and shall be available to NEMT Call Center staff. This information shall include, but not be limited to the following:

5.10.1.1 Verification of member's TennCare eligibility (e.g., member name, address, Medicaid ID number, and telephone number if available; eligibility start and end dates);

5.10.1.2 Determination that service is a TennCare covered service (e.g., level of service) (see Section A.4.2 of this Attachment);

5.10.1.3 Determination that the transportation is a covered NEMT service (see Section A.4.2 of this Attachment);

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- 5.10.1.4 Determination of the appropriate mode of transportation (e.g., member's requested mode of transportation, member's special needs, availability and appropriateness of fixed route, the approved mode of transportation, justification for the approved mode of transportation);
  - 5.10.1.5 Determination of the appropriate level of service (see Section A.4.4 of this Attachment);
  - 5.10.1.6 Information regarding Standing Orders (if applicable) (see Section A.4.5 of this Attachment);
  - 5.10.1.7 Information about whether the request was modified, approved or denied and how the member was notified;
  - 5.10.1.8 Information about approved and scheduled transportation (e.g., elements required for the trip manifest; see Section A.5.5 of this Attachment);
  - 5.10.1.9 Whether the request was validated;
  - 5.10.1.10 Time frames for the approval process (e.g., date and time of request, determination, scheduling, and notification of member); and
  - 5.10.1.11 If applicable, reason for trip cancellation.
  - 5.10.2 The Contractor's approval and scheduling systems shall be coded such that policies and procedures are applied consistently.
  - 5.10.3 Based on approval of previous NEMT services, the Contractor shall display members' permanent and temporary special needs, appropriate mode of transportation, and any other information necessary to ensure that appropriate transportation is approved and provided. All of this information shall be easily accessible by all NEMT Call Center staff.
  - 5.10.4 The Contractor's approval and scheduling systems shall also support the following:
    - 5.10.4.1 A database of NEMT providers that includes information needed to determine trip assignments such as but not limited to: types of vehicles, number of vehicles by type, lift capacity of vehicles, and geographic coverage.
    - 5.10.4.2 Automatic address validations, distance calculations and trip pricing, if applicable;
    - 5.10.4.3 Ability to generate a trip manifest (see Section A.5.5 of this Attachment);
    - 5.10.4.4 Standing Order and Single Trip (as defined in Exhibit A of this Attachment) reservation capability; and
    - 5.10.4.5 Ability to determine if fixed route transportation is available and appropriate for the member.
  - 5.10.5 The Contractor's approval and scheduling system shall enable report and data submission as specified in the Contract.



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## A.6 PICK-UP AND DELIVERY STANDARDS

- A.6.1 The Contractor shall ensure that NEMT providers arrive on time for scheduled pick-ups. The NEMT provider may arrive before the scheduled pick-up time, but the member shall not be required to board the vehicle prior to the scheduled pick-up time.
- A.6.2 The Contractor shall ensure that drivers make their presence known to the member and wait until at least five (5) minutes after the scheduled pick-up time. If the member is not present five (5) minutes after the scheduled pick-up time, the driver shall notify the dispatcher before departing from the pick-up location.
- A.6.3 The Contractor shall ensure that drivers provide, at a minimum, the approved level of service (curb-to-curb, door-to-door, or hand-to-hand).
- A.6.4 The Contractor shall ensure that members arrive at pre-arranged times for appointments and are picked up at pre-arranged times for the return leg of the trip. If there is no pre-arranged time for the return leg of the trip, the Contractor shall ensure that members are picked up within one (1) hour after notification. Pick-up and drop-off times should be captured in such a way to allow reporting as requested by TennCare. Members shall not be required to arrive at their scheduled appointment more than one (1) hour before their appointment time. Members shall not be dropped off for their appointment before the provider's office or facility has opened their doors.
- A.6.5 The Contractor shall ensure that the waiting time for members for pick-up does not exceed ten (10) minutes past the scheduled pick-up time. Scheduled pick-up times shall allow the appropriate amount of travel time to assure the members arrive giving them sufficient time to check-in for their appointment. Members shall be dropped off for their appointment no less than fifteen (15) minutes prior to their appointment time to prevent the drop off time from being considered a late drop off.
- A.6.6 The Contractor shall ensure that if the driver will not arrive on time to the pick-up location, the driver shall notify the dispatcher, and the member is contacted.
- A.6.7 The Contractor shall ensure that if the driver will not arrive on time to an appointment, the driver shall notify the dispatcher, and the provider is contacted.
- A.6.8 The driver may refuse transportation when the member, their escort, or an accompanying adult (for a member under age eighteen (18)), according to a reasonable person's standards, is noticeably indisposed (disorderly conduct, indecent exposure, intoxicated), is armed (firearms), is in possession of illegal drugs, knives and/or other weapons, commits a criminal offense, or is in any other condition that may affect the safety of the driver or persons being transported. The Contractor shall ensure that if a driver refuses to transport a member the driver immediately notifies the dispatcher, and the dispatcher notifies the Contractor.
- A.6.9 The Contractor shall ensure that in the event of an incident or accident (see Section A.17.2 of this Attachment), the driver notifies the dispatcher immediately to report the incident or accident and that, if necessary, alternative transportation is arranged. The Contractor shall ensure that it is promptly notified of any incident or accident.
- A.6.10 Failure to comply with requirements regarding pick-up and delivery standards may result in liquidated damages as provided in Section E.27.2 of the Contract.

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## A.7 VEHICLE STANDARDS

- A.7.1 The Contractor shall ensure that all vehicles meet or exceed applicable federal, state, and local requirements and manufacturer's safety, mechanical, operating, and maintenance standards while maintaining proof of compliance as to allow for unscheduled file audits.
- A.7.2 The Contractor shall ensure that all vehicles comply with the vehicle requirements developed by the Contractor and prior approved in writing by TennCare, which at a minimum shall include compliance with applicable federal, state, and local requirements, the requirements in this Section, and the requirements in Exhibit C of this Attachment.
- A.7.3 The Contractor shall ensure that any vehicle used to cross a state's border complies with any and all applicable federal, state (State of Tennessee and/or other state), and local requirements.
- A.7.4 The Contractor shall ensure that all vehicles transporting members with disabilities comply with applicable requirements of the Americans with Disabilities Act (ADA), including the accessibility specifications for transportation vehicles.
- A.7.5 The Contractor shall ensure that, at minimum, all vehicles providing stretcher transport are owned and operated by an entity licensed by the Tennessee Department of Health (DOH) to provide invalid services, have an active valid permit issued by DOH as a ground invalid vehicle, and comply with DOH's requirements for ground invalid vehicles.
- A.7.6 The Contractor shall ensure that, except as otherwise permitted by State of Tennessee law, all ambulances are owned and operated by an entity licensed by DOH to provide ambulance services, have an active valid ambulance permit from DOH, and comply with DOH's requirements for ambulances. The Contractor shall also ensure that vehicles comply with any applicable local requirements.
- A.7.7 As required in Section A.17 of this Attachment, the Contractor shall inspect all vehicles (except fixed route, invalid vehicles, and ambulances) for compliance with applicable requirements and shall immediately remove any vehicle that is out of compliance.
- A.7.8 Failure to comply with requirements regarding vehicle standards may result in liquidated damages as provided in Section E.27.2 of the Contract.

## A.8 TRAINING AND STANDARDS FOR DRIVERS

- A.8.1 The Contractor shall ensure that all drivers receive appropriate training and meet applicable standards, as specified in this Section A.8. These requirements do not apply to drivers of fixed route transportation. Drivers of fixed route transportation shall comply with all rules, regulations, policies and procedures promulgated by the fixed route carrier, federal, state or local law.

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## A.8.2 **Driver Training**

- 8.2.1 The Contractor shall ensure that all drivers receive appropriate training prior to providing services under the Contract and annually thereafter. This shall include a minimum of thirty-two (32) hours of training prior to providing services under the Contract and a minimum of fifteen (15) hours of annual training. Proof of all required training shall be maintained as to allow for unscheduled file audits.
- 8.2.2 Driver training shall include, at a minimum the following:
- 8.2.2.1 Customer service;
  - 8.2.2.2 Passenger assistance;
  - 8.2.2.3 Sensitivity training;
  - 8.2.2.4 Behavioral health and substance use disorder issues;
  - 8.2.2.5 Title VI requirements (Civil Rights Act of 1964);
  - 8.2.2.6 HIPAA privacy requirements;
  - 8.2.2.7 ADA requirements;
  - 8.2.2.8 Wheelchair securement/safety;
  - 8.2.2.9 Seat belt usage and child restraints;
  - 8.2.2.10 Handling and reporting accidents and incidents;
  - 8.2.2.11 Emergency evacuation;
  - 8.2.2.12 Daily vehicle inspection;
  - 8.2.2.13 Defensive driving;
  - 8.2.2.14 Risk management;
  - 8.2.2.15 Communications;
  - 8.2.2.16 Infection control;
  - 8.2.2.17 Annual road tests; and
  - 8.2.2.18 Reporting enrollee and provider fraud, waste, and abuse.

## A.8.3 **Standards for Drivers**

- 8.3.1 The Contractor shall ensure that all drivers comply with driver requirements developed by the Contractor and prior approved in writing by TennCare, which at a minimum shall include compliance with applicable federal, state, and local requirements, the requirements of this Section, and the requirements in Exhibit D of this Attachment.

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- 8.3.2 The Contractor shall ensure that all drivers are at least eighteen (18) years of age and have a Class D driver license with F (for hire endorsement) or commercial driver license (Class A, B, or C) issued by the State of Tennessee or the equivalent licensure issued by the driver's state of residence.
- 8.3.3 The Contractor shall ensure that all drivers meet the State of Tennessee requirements regarding proof of financial responsibility and/or insurance.
- 8.3.4 The Contractor shall ensure that any driver that crosses a state's border complies with any and all applicable federal, state (State of Tennessee and/or other state), and local requirements.
- 8.3.5 The Contractor shall ensure that any personnel contracted by or employed by a NEMT provider to provide medical assistance to a member during a non-emergency ambulance trip is licensed by the State of Tennessee as an emergency medical technician (EMT) and complies with DOH requirements for EMTs.
- 8.3.6 The Contractor shall ensure that all drivers pass a physical examination prior to providing services under the Contract and have additional physical examinations as necessary to ensure that a driver is qualified to drive a passenger vehicle (e.g., if the driver has a heart attack or stroke). The physical examination shall be at least as extensive as the medical examination required by the United States Department of Transportation's Federal Motor Carrier Safety Administration (FMCSA) for commercial drivers. Proof of exams shall be maintained in the driver file as to allow for unscheduled file audits. All driver files (including but not limited to, HRAs, private vendor's, etc.) must contain an attestation signed by the driver including the effective dates of the physical examination.
- 8.3.7 The Contractor shall ensure that all drivers pass a drug test prior to providing services under the Contract. In addition, the Contractor shall ensure that an alcohol and drug test is conducted when a trained supervisor/employer of a driver has reasonable suspicion to believe that the driver has violated the Contractor's policies and procedures regarding use of alcohol and/or controlled substances, that random drug and alcohol tests are conducted, and that post accident drug and alcohol testing is conducted the same day unless testing is not available in which you will then assure testing methods utilized supports the delay in testing (i.e. blood, urine, advance). The Contractor shall ensure that all drivers have been tested within the last five (5) years in the event they have not been randomly selected for testing. The Contractor's policies and procedures for drug and alcohol testing shall, at a minimum, meet the FMCSA's alcohol and drug testing requirements for motor carriers. Drivers should be randomly selected from the current utilized drivers for drug and alcohol testing with no less than twenty percent (20%) of drivers tested per calendar year. The drivers tested shall be reported to TennCare quarterly as described in the reporting section of this Attachment XI. Results of drug and alcohol testing shall be maintained in the driver's file as to allow for unscheduled file audits. All driver files (including but not limited to, HRAs, private vendor's, etc.) must contain an attestation signed by the driver containing the date of the drug and alcohol test if the actual test results cannot be provided.
- 8.3.8 The Contractor shall ensure that criminal background checks pursuant to T.C.A. 38-6-109 as well as national criminal background checks are conducted for all drivers prior to providing services under the Contract and every five years thereafter. The Contractor

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shall develop a list of disqualifying criminal offenses, which at a minimum shall include the permanent and interim disqualifying criminal offenses that apply to applicants for a hazardous materials endorsement in Tennessee. Drivers that have been convicted, pled guilty or found not guilty by reason of insanity of any of the disqualifying criminal offenses shall not provide services under the Contract. Results of background checks shall be maintained in the drivers file as to allow for unscheduled file audits.

- 8.3.9 The Contractor shall ensure that drivers immediately notify the NEMT provider and that the NEMT provider immediately notifies the Contractor if a driver is arrested for, charged with, or convicted of a criminal offense that would disqualify the driver under the Contract.
- 8.3.10 The Contractor shall ensure that no driver has been convicted of a criminal offense related to the driver's involvement with Medicare, Medicaid, or the federal Title XX services program (see Section 1128 of the Social Security Act and 42 CFR 455.106).
- 8.3.11 The Contractor shall verify that drivers are not listed on the Tennessee Sexual Offender Registry and the equivalent registry showing data from all fifty (50) states prior to providing services under this Contract and every year thereafter. This is in addition to the criminal background check and results shall be maintained in the driver's file as to allow for unscheduled file audits.
- 8.3.12 The Contractor shall ensure that drivers maintain an acceptable Motor Vehicle Report containing data for any state the driver has previously lived prior to providing services under the Contract and annually thereafter. Annual updates shall only contain information for the states the driver has resided in since the last update. The Motor Vehicle Report shall, at a minimum, show the following:
  - 8.3.12.1 No conviction within the past ten (10) years for a major moving traffic violation such as driving while intoxicated or driving under the influence;
  - 8.3.12.2 No conviction for reckless driving within the previous thirty-six (36) month period;
  - 8.3.12.3 No conviction for leaving the scene of a personal injury or fatal accident within the previous thirty-six (36) months;
  - 8.3.12.4 No conviction for a felony involving the use of an automobile within the previous thirty-six (36) months;
  - 8.3.12.5 Conviction for no more than two (2) minor moving traffic violations such as speeding, failure to stop, or improper operation of a motor vehicle within the previous twelve (12) months;
  - 8.3.12.6 Conviction for no more than one (1) at-fault accident resulting in personal injury or property damage within the previous thirty-six (36) months; and
  - 8.3.12.7 Not have a combination of conviction for one (1) at-fault accident resulting in personal injury or property damage and conviction for one (1) unrelated minor moving traffic violation within the previous thirty-six (36) months.

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- 8.3.13 The Contractor shall require that drivers immediately notify the NEMT provider and that the NEMT provider immediately notifies the Contractor of any moving traffic violation or if a driver's license is suspended or revoked.
  - 8.3.14 The Contractor shall ensure that all ambulance drivers and invalid vehicle drivers comply with applicable DOH and local requirements.
  - 8.3.15 The Contractor shall require that drivers maintain daily transportation logs containing, at a minimum, the information listed in Exhibit E of this Attachment.
  - 8.3.16 As required in Section A.17 of this Attachment, the Contractor shall monitor drivers and immediately remove any driver that is out of compliance with applicable requirements.
  - 8.3.17 Proof of compliance of each driver requirement shall be maintained in the driver file as to allow for unscheduled file audits.
- A.8.4 Failure to comply with requirements regarding driver training and driver standards may result in liquidated damages as provided in Section E.27.2 of the Contract.

**A.9 NEMT CALL CENTER**

- A.9.1 The Contractor shall maintain a NEMT Call Center to handle requests for NEMT services as well as questions, comments, and inquiries from members and their representatives, NEMT providers, and providers regarding NEMT services. The NEMT Call Center may use the same infrastructure as the Contractor's member services line, but the Contractor shall have a separate line or queue for NEMT calls, and NEMT Call Center staff shall be dedicated to NEMT calls.
- A.9.2 The NEMT Call Center shall be appropriately staffed twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year to handle the call volume in compliance with the performance standards in Section A.9.6 of this Attachment. The Contractor shall ensure continuous availability of NEMT Call Center services.
- A.9.3 Between the hours of 7:00 PM and 5:00 AM in the time zone applicable to the Grand Region served by the Contractor (for example, in Middle, the applicable time zone shall be Central Time), the Contractor may use alternative arrangements to handle NEMT calls so long as there is no additional burden on the caller (e.g., the caller is not required to call a different number or to make a second call), and the call is promptly returned by the Contractor.
- A.9.4 For hours that the Contractor is using alternative arrangements to handle NEMT calls (see Section A.9.3 of this Attachment), the Contractor shall provide an afterhours message in, at a minimum, English and Spanish instructing the caller how to access the alternative arrangement (not requiring a second call) and also offering the caller the opportunity to leave a message utilizing a process in which all messages are returned within (3) three hours and efforts continue until the member is reached provided that the message left by the enrollee is discernible and includes a valid phone number in which the enrollee can be contacted. All efforts made to reach a member who has left a message shall be documented in order to demonstrate compliance with this requirement.
- A.9.5 The Contractor's NEMT Call Center system shall have the capability to identify and record the phone number of the caller if the caller's phone number is not blocked.

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- A.9.6 The Contractor shall have the capability of making outbound calls.
- A.9.7 The Contractor shall maintain sufficient equipment and NEMT Call Center staff to handle anticipated call volume and ensure that calls are received and processed in accordance with the requirements of this Section A.9 and the following performance standards for each line or queue:
- 9.7.1 Answer rate – At least eighty-five percent (85%) of all calls are answered by a live voice within thirty (30) seconds;
  - 9.7.2 Abandoned calls – No more than five percent (5%) of calls are abandoned; and
  - 9.7.3 Hold time – Average hold time, including transfers to other Contractor staff, is no more than three (3) minutes.
- A.9.8 If a NEMT call cannot be answered by a live voice within thirty (30) seconds, the Contractor shall provide a message in, at a minimum, English and Spanish advising the caller that the call will not be answered promptly and offering the caller the opportunity to leave a message. If the message requests the Contractor to return the call, the Contractor shall promptly return the call within three (3) hours and continue the effort until the member is reached provided that the message left by the enrollee is discernible and includes a valid phone number in which the enrollee can be contacted. All efforts made to reach a member who has left a message shall be documented in order to demonstrate compliance with this requirement.
- A.9.9 The Contractor shall have qualified bi-lingual (English and, at minimum, Spanish) NEMT Call Center staff to communicate with callers who, at a minimum, speak Spanish. The Contractor shall provide oral interpretation services via a telephone interpretation service free of charge to callers with Limited English Proficiency.
- A.9.10 The Contractor's NEMT Call Center shall accommodate callers who are hearing and/or speech impaired.
- A.9.11 The Contractor shall operate an automatic call distribution system for its NEMT Call Center.
- A.9.12 The Contractor shall route incoming calls to the NEMT Call Center to, at minimum, an English-speaking member queue, a Spanish-speaking member queue, a NEMT provider queue, and a provider healthcare queue.
- A.9.13 The welcome message for the NEMT Call Center shall be in English and shall include, at minimum, a Spanish language prompt.
- A.9.14 The Contractor shall develop NEMT Call Center scripts for calls requesting NEMT services that include a sequence of questions and criteria that the NEMT Call Center representatives shall use to determine the member's eligibility for NEMT services, the appropriate mode of transportation, the purpose of the trip and all other pertinent information relating to the trip (see Section A.4 of this Attachment). The Contractor may develop additional scripts for other types of NEMT calls from members, healthcare providers, and NEMT providers. Any script for use with an enrollee shall be written at the sixth (6th) grade reading level and must be prior approved in writing by TennCare.
- A.9.15 The Contractor shall advise callers that calls to the NEMT Call Center are monitored and recorded for quality assurance purposes.

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- A.9.16 The Contractor shall record a statistically valid sample of incoming and outgoing calls to/from the NEMT Call Center for quality control, program integrity and training purposes.
- A.9.17 The Contractor shall monitor and audit at least one percent (1%) of calls of each NEMT Call Center staff member on a monthly basis. The Contractor shall develop a tool for auditing calls, which shall include components to be audited and the scoring methodology. The Contractor shall use this monitoring to identify problems or issues, for quality control, and for training purposes. The Contractor shall document and retain results of this monitoring and subsequent training.
- A.9.18 The Contractor's NEMT Call Center system shall be able to produce the reports specified in Section A.19 of this Attachment as well as on request and ad hoc reports that TennCare may request.
- A.9.19 The Contractor shall analyze data collected from its NEMT Call Center system as necessary to perform quality improvement, fulfill the reporting and monitoring requirements of the Contract, and ensure adequate resources and staffing.
- A.9.20 Failure to comply with requirements regarding the NEMT Call Center may result in liquidated damages as provided in Section E.27.2 of the Contract.

#### **A.10 NEMT MEMBER EDUCATION**

- A.10.1 The Contractor shall develop materials to inform and educate members about NEMT services.
- A.10.2 The materials shall include, but not be limited to, information regarding eligibility for NEMT services, what services are covered/not covered, and how to request NEMT services, including the number to call, applicable time frames, the approval and scheduling process, the use of fixed route, Standing Orders, and No-Show policies.
- A.10.3 All written materials shall comply with Section 2.17 of the Contract and must be prior approved in writing by TennCare.
- A.10.4 The Contractor shall mail member education materials to its members by first class mail and at the Contractor's expense.

#### **A.11 NON-COMPLIANT MEMBERS**

- A.11.1 The Contractor shall provide targeted education to members who do not comply with the Contractor's policies and procedures regarding NEMT services. All member materials shall comply with Section 2.17 of the Contract and must be prior approved in writing by TennCare.
- A.11.2 The Contractor shall not take any action to sanction members who do not comply with the Contractor's policies and procedures.
- A.11.3 Members shall not be charged for no-shows (as defined in Exhibit A of this Attachment). The Contractor shall monitor NEMT member no-shows and enforce the No-Show Policy provided to them by TennCare. Probation periods for non-compliant members shall be enforced as described in the policy. Failure to administer this policy and adhere to the probation notice requirements schedule shall result in liquidated damages as described in Section E.27.2 of this Contract.



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## A.12 NEMT PROVIDER NETWORK

- A.12.1 The Contractor shall establish a network of qualified NEMT providers to provide covered NEMT services to meet the transportation needs of members. In developing its network of qualified NEMT providers the Contractor shall comply with Section 2.11.1 of the Contract.
- A.12.2 The Contractor shall have sufficient NEMT providers in its network (numbers and types of vehicles and drivers) so that the failure of any NEMT provider to perform will not impede the ability of the Contractor to provide NEMT services in accordance with the requirements of the Contract.
- A.12.3 The Contractor shall ensure that its NEMT providers have a sufficient number of vehicles and drivers available to meet the timeliness requirements of the Contract (see Section A.5 of this Attachment).
- A.12.4 The Contractor shall provide Human Resource Agencies (HRAs) the opportunity to become a NEMT provider if the HRA is qualified to provide the service and agrees to the terms of the Contractor's NEMT provider agreement, which shall be no more restrictive than for other NEMT providers and include alternative indemnification language as specified in Section A.13.4 of this Attachment.
- A.12.5 Notwithstanding an adequate network of providers or anything in this Contract to the contrary, the Contractor shall provide Department of Intellectual and Developmental Disabilities (DIDD) residential and day service waiver providers the opportunity to become a NEMT provider if the provider is qualified to provide DIDD waiver transportation services (either as an individual transportation service or as a component of residential and/or day services) pursuant to provider qualifications applicable for such providers which shall be determined by DIDD. These providers shall only provide covered NEMT services to members receiving HCBS DIDD waiver services from the provider. The Contractor shall reimburse these providers for covered NEMT to TennCare covered services (see definition in Exhibit A) and shall not reimburse these providers for NEMT to services provided through a HCBS DIDD waiver. The Contractor shall reimburse these providers in accordance with rates paid to other NEMT providers for the provision of NEMT services.
- A.12.6 The Contractor shall ensure that its NEMT providers are qualified to perform their duties. Except as specified in A.12.5, this includes, but is not limited to, meeting applicable federal, state or local licensure, certification, or registration requirements. Failure to comply with requirements regarding licensure requirements may result in liquidated damages as provided in Section E.27.2 of the Contract.
- A.12.7 The Contractor's NEMT provider network must be prior approved in writing by TennCare and shall be subject to ongoing review and approval by TennCare. Failure to comply with NEMT provider network requirements may result in liquidated damages as provided in Section E.27.2 of the Contract.
- A.12.8 The Contractor shall allow Transportation Network Companies (TNCs) the opportunity to become a NEMT provider if the TNC is qualified to provide the service and agrees to the terms of TennCare Policy Manual PRO Policy 22-003, which governs TNCs providing NEMT services.

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## A.13 NEMT PROVIDER AGREEMENTS

- A.13.1 All NEMT provider agreements shall comply with applicable requirements of the Contract, including but not limited to prior written approval of template agreements and revisions thereto by the Tennessee Department of Commerce and Insurance (TDCI).
- A.13.2 Except for fixed route, NEMT providers used for contingency or back-up (see Section A.5.9 of this Attachment), or as otherwise agreed to by TennCare in writing, the Contractor shall not use transportation providers with which the Contractor has not executed a provider agreement.
- A.13.3 In addition to the requirements in other sections of the Contract, all NEMT provider agreements shall meet the following minimum requirements:
- 13.3.1 Include provisions related to payment for cancellations (see Section A.5.5.5 of this Attachment), no-shows (as defined in Exhibit A to this Attachment), escorts, and adults accompanying members under age eighteen (18);
  - 13.3.2 Specify the services to be provided by the NEMT provider, including, as applicable, mode(s) of transportation and dispatching.
  - 13.3.3 Include expectations for door-to-door, hand-to-hand, and curb-to-curb service (see Section A.4.4 of this Attachment and definitions in Exhibit A of this Attachment);
  - 13.3.4 Include or reference trip manifest requirements (see Section A.5.5 of this Attachment);
  - 13.3.5 Include urgent trip requirements (see Section A.5.7 of this Attachment);
  - 13.3.6 Include or reference back-up service requirements (see Section A.5.9 of this Attachment);
  - 13.3.7 Include or reference pick-up and delivery standards (see Section A.6 of this Attachment);
  - 13.3.8 Require the NEMT provider to notify the Contractor of specified events, including no-shows (see Section A.6.2 of this Attachment), accidents, moving traffic violations, and incidents (see Section A.6.9 of this Attachment);
  - 13.3.9 Require the NEMT provider to comply with all of the Contractor's NEMT policies and procedures, including but not limited to those policies regarding No-Shows.
  - 13.3.10 Include or reference vehicle standards (see Section A.7 of this Attachment);
  - 13.3.11 Require the NEMT provider to notify the Contractor if a vehicle is out of service or otherwise unavailable;
  - 13.3.12 Include or reference training requirements for the NEMT provider (see Section A.16.2 of this Attachment) and for drivers (see Section A.8.2 of this Attachment);
  - 13.3.13 Include or reference driver standards (see Section A.8.3), including driver log requirements (see Section A.8.3.15 of this Attachment) and require the NEMT provider to provide copies of driver logs to the Contractor upon request; and

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- 13.3.14 Require the NEMT provider to secure and maintain adequate insurance coverage prior to providing any NEMT services under the Contract, including, at minimum, the following:
- 13.3.14.1 Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater;
  - 13.3.14.2 Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and
  - 13.3.14.3 Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- A.13.4 If the Contractor has a provider agreement with a HRA, the agreement shall meet the requirements specified in Sections A.13.1 and A.13.3 above and shall also include indemnification language negotiated with the HRA and prior approved in writing by TennCare as an alternative to the indemnification language referenced in the Contract.
- A.13.5 The Contractor shall develop and implement, subject to prior approval by TennCare, a template provider agreement specifically for DIDD waiver residential or day services provider which reflects only those NEMT requirements that are applicable to such providers, as may be further clarified by TennCare in policy or protocol.
- A.13.6 Failure to comply with provider agreement requirements may result in liquidated damages as provided in Section E.27.2 of the Contract.
- A.13.7 The Contractor shall develop and implement, subject to prior approval by TennCare, a template provider agreement specifically for TNCs which reflects only those NEMT requirements that are applicable to such providers, as may be further clarified by TennCare in policy, specifically TennCare Policy Manual PRO Policy 22-003, or protocol.

#### A.14 **PAYMENT FOR NEMT SERVICES**

##### A.14.1 **General**

In addition to requirements in the Contract regarding payment for services, when paying for NEMT services the Contractor shall comply with the requirements in this Attachment. In addition to the requirements of this Contract and this Attachment, the Contractor shall have a policy to address fuel price adjustments.

##### A.14.2 **Payment for Fixed Route**

- 14.2.1 The Contractor shall make every effort to provide tickets/passes to a member in a manner that ensures receipt prior to the scheduled transportation.

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14.2.2 If the Contractor cannot provide tickets/passes prior to the scheduled transportation, the Contractor shall offer the member the choice of having the Contractor arrange alternate transportation or reimbursing the member for the cost of the applicable fare for the fixed route transportation approved by the Contractor.

14.2.3 The Contractor may negotiate agreements with fixed route transportation entities. Such agreements must be prior approved in writing by TennCare.

#### A.14.3 Validation Checks

14.3.1 The Contractor shall conduct post validation checks by matching NEMT billed claims to Healthcare provider billed claims validating two percent (2%) of NEMT claims received in a month per transportation provider and if the Contractor determines that transportation for a particular member was not to a TennCare covered service, the Contractor validates the next three (3) requests for that member before approving the requested trip (see Section A.4.6 of this Attachment). If the Contractor suspects fraud or abuse, it shall comply with the fraud, waste, and abuse requirements of the Contract. The Contractor may exclude services when conducting post-validation in which billing of those services as appropriate (e.g., Pre-natal visits) cannot not be validated in the required time frame.

14.3.2 The Contractor shall perform post-transportation validation checks for fixed route transportation as specified in the Contractor's policies and procedures, which must be prior approved in writing by TennCare.

#### A.15 NEMT CLAIMS MANAGEMENT

A.15.1 The Contractor shall process NEMT provider claims consistent with the claims management requirements of the Contract.

A.15.2 The Contractor shall submit encounter data for NEMT services that meets the requirements in the Contract, including compliance with HIPAA's electronic transactions and code set requirements.

A.15.3 The Contractor shall ensure that ninety percent (90%) of clean claims for payment for NEMT services delivered to a member are processed within thirty (30) calendar days of the receipt of such claims.

A.15.4 The Contractor shall process, and if appropriate pay, within sixty (60) calendar days ninety-nine point five percent (99.5%) of all NEMT provider claims for covered NEMT services delivered to a member.

A.15.5 The Contractor shall pay ninety-seven percent (97%) of NEMT claims accurately upon initial submission.

A.15.6 The Contractor shall conduct an audit of NEMT claims that complies with the requirements in the Contract regarding a claims payment accuracy audit.

A.15.7 Failure to comply with requirements regarding NEMT claims management may result in liquidated damages as provided in Section E.27.2 of the Contract.

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## A.16 NEMT PROVIDER MANUAL AND NEMT PROVIDER EDUCATION AND TRAINING

### A.16.1 NEMT Provider Manual

- 16.1.1 The Contractor shall issue a NEMT provider manual to all NEMT providers. The Contractor may distribute the NEMT provider manual electronically (e.g., through its website) so long as NEMT providers are notified about how to obtain the electronic copy and how to request a hard copy at no charge to the NEMT provider.
- 16.1.2 The NEMT provider manual must be prior approved in writing by TennCare and shall include, at a minimum, the following:
  - 16.1.2.1 Description of the TennCare program;
  - 16.1.2.2 Covered and non-covered NEMT services, including requirement that transportation must be to a TennCare covered service;
  - 16.1.2.3 Prior approval requirements;
  - 16.1.2.4 Vehicle requirements;
  - 16.1.2.5 Driver requirements;
  - 16.1.2.6 Protocol for encounter data elements reporting/records;
  - 16.1.2.7 Claims submission protocols and standards, including instructions and all information necessary for a clean claim;
  - 16.1.2.8 Payment policies;
  - 16.1.2.9 Information on members' appeal rights;
  - 16.1.2.10 Member rights and responsibilities;
  - 16.1.2.11 Policies and procedures of the provider complaint system; and
  - 16.1.2.12 Important phone numbers of all departments/staff a NEMT provider may need to reach at the Contractor's MCO.
- 16.1.3 The Contractor shall disseminate bulletins to NEMT providers as needed to incorporate any needed changes to the provider manual.

### A.16.2 NEMT Provider Education and Training

- 16.2.1 The Contractor shall develop and implement a plan to educate NEMT providers, including initial orientation sessions and continuing education. The initial orientation shall include at minimum the topics included in the NEMT provider manual.
- 16.2.2 The Contractor shall ensure that all NEMT provider staff, including but not limited to dispatchers, supervisors, and mechanics, receive appropriate training before providing services under the Contract and on an ongoing basis thereafter.

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## A.17 NEMT QUALITY ASSURANCE AND MONITORING

### A.17.1 NEMT Quality Assurance Program

- 17.1.1 As part of the Contractor's QM/QI program required by the Contract, the Contractor shall develop and implement a quality assurance program for NEMT services. The description of the program (the NEMT Quality Assurance Plan) shall include policies and procedures outlining the objectives and scope of the program as well as activities for ongoing monitoring, evaluation and improvement of the quality and appropriateness of NEMT services.
- 17.1.2 The NEMT Quality Assurance Plan shall include at least the following:
  - 17.1.2.1 The Contractor's procedures for monitoring and improving member satisfaction with NEMT services;
  - 17.1.2.2 The Contractor's procedures for ensuring that all NEMT services paid for are properly approved and actually rendered, including but not limited to validation checks (see Sections A.4.6 and A.14.3) and an annual analysis matching physical health and behavioral health claims/encounters and NEMT claims/encounters;
  - 17.1.2.3 The Contractor's procedures for monitoring and improving the quality of transportation provided pursuant to the Contract, including transportation provided by fixed route; and
  - 17.1.2.4 The Contractor's monitoring plan for NEMT providers, as detailed in Section A.17.3 of this Attachment.

### A.17.2 Accidents and Incidents

The Contractor shall document accidents and incidents that occur while services are being delivered under the Contract. An incident is defined as an occurrence, event, breakdown, or public disturbance that interrupts the trip, such as a passenger being unruly or ill.

### A.17.3 NEMT Provider Monitoring Plan

- 17.3.1 The Contractor shall develop and implement a plan for monitoring NEMT providers' compliance with all applicable local, state and federal law. The plan shall also monitor NEMT providers' compliance with the terms of their provider agreements and all NEMT provider-related requirements of the Contract, including but not limited to driver requirements, vehicle requirements, member complaint resolution requirements, and the delivery of courteous, safe, timely and efficient transportation services.
- 17.3.2 Monitoring activities shall include, but are not limited to:
  - 17.3.2.1 On-street observations;
  - 17.3.2.2 Random audits of NEMT providers;
  - 17.3.2.3 Accident and incident reporting;

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- 17.3.2.4 Statistical reporting of trips;
  - 17.3.2.5 Analysis of complaints;
  - 17.3.2.6 Driver licensure, driving record, experience and training;
  - 17.3.2.7 Enrollee safety;
  - 17.3.2.8 Enrollee assistance;
  - 17.3.2.9 Completion of driver trip logs;
  - 17.3.2.10 Driver communication with dispatcher; and
  - 17.3.2.11 Routine scheduled vehicle inspections and maintenance.

#### **A.17.4 NEMT Provider Corrective Action**

- 17.4.1 The Contractor shall have policies and procedures for ensuring that an appropriate corrective action is taken when a NEMT provider furnishes inappropriate or substandard services, when a NEMT provider does not furnish services that should have been furnished, or when a NEMT provider is out of compliance with federal, state, or local law. The Contractor shall provide notification of the corrective action initiated between the Contractor and their NEMT broker to TennCare as they occur.
- 17.4.2 The Contractor shall immediately remove from service any vehicle, NEMT provider, driver, or EMT found to be out of compliance with the requirements of the Contract, including any federal, state or local law. The vehicle, driver, or EMT may be returned to service only after the Contractor verifies that the deficiencies have been corrected. Any deficiencies, and actions taken to remedy deficiencies, shall be documented and become a part of the vehicle's and/or the person's permanent records.
- 17.4.3 As required in Section A.19.5.7.2 of this Attachment, the Contractor shall report on monitoring activities, monitoring findings, corrective actions taken, and improvements made.

#### **A.17.5 NEMT Member Satisfaction Survey**

- 17.5.1 The Contractor shall conduct a member satisfaction survey regarding NEMT services for the first six (6) months after implementation of the requirements in this Attachment or as otherwise specified by TennCare and annually thereafter.
- 17.5.2 The purpose of the survey is to verify the availability, appropriateness and timeliness of the trips provided and the manner in which the Contractor's staff and the NEMT provider's staff interacted with members.
- 17.5.3 The survey topics shall include, but are not limited to:
  - 17.5.3.1 NEMT Call Center interaction;
  - 17.5.3.2 Confirmation of scheduled trip;

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- 17.5.3.3 Driver and Contractor staff courtesy;
  - 17.5.3.4 Driver assistance, when required;
  - 17.5.3.5 Overall driver behavior;
  - 17.5.3.6 Driver safety and operation of the vehicle;
  - 17.5.3.7 Condition, comfort and convenience of the vehicle; and
  - 17.5.3.8 Punctuality of service.
  - 17.5.4 The format, sampling strategies and questions of the survey must be prior approved in writing by TennCare, and TennCare may specify questions that are to appear in the survey.
  - 17.5.5 The Contractor shall assure that surveys are conducted for randomly selected members within twenty-four (24) hours (when conducted by phone) of receiving the service or within a week (when conducted via postal service) throughout the calendar year at a minimum not to exceed a quarterly basis. One percent (1%) of trips provided should be surveyed and responded to during each calendar quarter. Results are reported annually using a quarterly breakdown.
  - 17.5.6 The Contractor shall submit reports regarding these surveys as required in Section A.19.5.8 of this Attachment.

#### **A.17.6 Vehicle Inspection**

- 17.6.1 The Contractor shall conduct a comprehensive inspection of all NEMT providers' vehicles prior to the implementation of NEMT requirements in this Attachment. Thereafter, the Contractor shall conduct a comprehensive inspection of all vehicles at least annually. Inspections shall be considered timely when completed by the end of the expiring month. The Contractor is not required to inspect fixed route vehicles, invalid vehicles, ambulances, DIDD residential or day services providers enrolled to provide NEMT for the waiver participants they serve, or vehicles for NEMT providers with which the Contractor does not have a provider agreement (see Section A.13.2 of this Attachment).
- 17.6.2 The Contractor shall develop and implement policies and procedures for vehicle inspections. These policies and procedures must be prior approved in writing by TennCare and shall include inspection forms, inspection stickers and a list of trained inspectors, including the names of all employees or subcontractors who are authorized to inspect vehicles for the Contractor. Inspection forms shall have a checklist that includes all the applicable vehicle standards of the Contract and of local, state and federal law. The Contractor shall test all communication equipment during all vehicle inspections.
- 17.6.3 Upon completion of a successful inspection, an inspection sticker shall be applied to the vehicle. The inspection sticker shall be placed on the outside of the passenger side



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rear window in the lower right corner. The sticker shall state the license plate number and vehicle identification number of the vehicle. Records of all inspections shall be maintained by the Contractor.

#### A.18 NEMT SUBCONTRACTS

If the Contractor delegates any of its responsibilities regarding NEMT services, it shall comply with the subcontracting requirements in the Contract, including prior written approval of the subcontract by TennCare.

#### A.19 NEMT REPORTING

##### A.19.1 Approval and Utilization Reports

- 19.1.1 Approval and Utilization Report. The Contractor shall submit a monthly report that summarizes the NEMT services provided to members. The report will include, at minimum, by mode of transportation: the number of trips requested, approved, modified, denied, performed and the total number of unduplicated members utilizing the services for the month.
- 19.1.2 Pick-up and Delivery Standards Report. The Contractor shall submit a monthly report utilizing the template provided by TennCare.
- 19.1.3 Drug and Alcohol Testing Report. The Contractor shall submit a quarterly report providing a listing of drivers who have been drug and alcohol tested during the reporting period. A minimum of five percent (5%) of drivers should be reported each quarter. The report shall include, at minimum, the name of the driver tested for drugs and alcohol, name of the provider that the driver is contracted with, social security number of the driver, date the driver was authorized to transport and the date the test was conducted. Drivers' drug and alcohol test should be current within the last five (5) years.
- 19.1.4 No-Show Report. The Contractor shall submit a monthly no – show report utilizing the template provided by TennCare.
- 19.1.5 Member Mileage Reimbursement Report. The Contractor shall submit a quarterly MMR report utilizing the template provided by TennCare.

##### A.19.2 NEMT Call Center Reports

- 19.2.1 The Contractor shall submit a monthly report that provides a summary and detail statistics on the NEMT Call Center telephone lines/queues and includes calls received, calls answered, total calls received during regular business hours and total calls received after business hours.
- 19.2.2 The Contractor shall submit a monthly report listing utilizing the template provided by TennCare.

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- 19.2.3 The Contractor shall submit their NEMT Call Center Scripts for approval and any changes thereafter as needed in accordance with A.2.17 of this Contract and as directed by TennCare.

#### **A.19.3 NEMT Provider Enrollment File**

The Contractor's monthly provider enrollment file shall include NEMT providers. In addition, the Contractor shall provide the following information to TennCare within time frames described below:

- 19.3.1 Driver Roster. The Contractor shall provide a monthly driver roster for each NEMT provider that includes, at minimum: the driver's name, license number, and social security number.
- 19.3.2 Vehicle Listing. The Contractor shall provide a monthly vehicle listing for each NEMT provider that includes, at minimum: the type of vehicle and the vehicle's manufacturer, model, model year, and vehicle identification number.

#### **A.19.4 NEMT Claims Management Reports**

- 19.4.1 The Contractor shall submit a monthly NEMT prompt payment report. The report shall include the number and percentage of clean NEMT claims that are processed within thirty (30) calendar days of receipt, the number and percentage of NEMT claims that are processed within sixty (60) calendar days of receipt, the dollar value and percentage of dollars associated with claims that are processed within the time frames specified by TennCare, and the average time (number of days) that it takes to process NEMT claims.
- 19.4.2 The Contractor shall submit a monthly NEMT claims payment accuracy report. The report shall be based on an audit conducted by the Contractor in accordance with Section 2.22.6 of the Contract using a random sample of all "processed or paid" NEMT claims. The report shall include the number and percentage of NEMT claims that are paid accurately for each month.
- 19.4.3 The Contractor shall submit a monthly NEMT claims status report. The report shall include the number of claims received, total paid claims, total denied claims and the total of pended claims by the NEMT brokerage.

#### **A.19.5 NEMT Quality Assurance and Monitoring Reports**

- 19.5.1 Member NEMT Complaint Report. The Contractor shall submit a monthly member complaints report (see Section A.1 of the Contract for the definition of complaint, which includes both written and verbal statements) that details the date which the complaint was reported, the date the issue occurred, the members name, transportation provider, complaint details, date of resolution and detail of the resolution. This report shall detail complaints received about the NEMT provider.
- 19.5.2 NEMT Provider Complaint Report. The Contractor shall submit a NEMT provider complaints report that details the number of verbal and written complaints from the transportation provider about a member.

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- 19.5.3 NEMT Quality Assurance Plan. As part of its annual QM/QI reporting required by the Contract, the Contractor shall submit an annual NEMT quality assurance plan (see Section A.17.1 of this Attachment).
- 19.5.4 NEMT Validation Checks.
- 19.5.4.1 The Contractor shall submit a quarterly report summarizing the pre-transportation validation checks (see Section A.4.6 of this Attachment) conducted by the Contractor.
- 19.5.4.2 The Contractor shall submit a quarterly report summarizing the post-transportation validation checks (see Section A.14.3 of this Attachment) conducted by the Contractor.
- 19.5.5 Post-Payment Review Report. The Contractor shall submit an annual report summarizing the methods and findings for the post-payment review (see Section A.17.1.2.2 of this Attachment) and identifying opportunities for improvement.
- 19.5.6 Accidents and Incidents.
- 19.5.6.1 Immediately upon the Contractor or the subcontracted vendor becoming aware of any accidents or incidents resulting in injuries, fatality, and abuse or alleged abuse while providing services under the Contract, the MCO will notify TennCare. The Contractor shall submit a written accident/incident report within five (5) business days of the event and shall cooperate in any related investigation. A police report shall be included with the accident/incident report or provided as soon as possible.
- 19.5.6.2 The Contractor shall submit a monthly report of all accidents and incidents.
- 19.5.6.3 Failure by the Contractor to comply with Section A.19.5.6 shall result in the application of liquidated damages as described in Section E.27.2 of this Contract.
- 19.5.7 Monitoring Plan.
- 19.5.7.1 The Contractor shall submit an annual NEMT provider monitoring plan (see Section A.17.3 of this Attachment).
- 19.5.7.2 The Contractor shall submit an annual report summarizing its monitoring activities, the findings, corrective actions, and improvements for NEMT services provided under the Contract.
- 19.5.8 Satisfaction Survey Report. The Contractor shall submit a report (three months after the initial survey period and then annually) summarizing the member survey methods and findings and identifying opportunities for improvement.

## **A.20 PERFORMANCE STANDARDS**

The Contractor agrees that TennCare may assess liquidated damages against the Contractor for failure to meet the performance standards as specified in Section E.27.2 of this Contract.

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**Exhibit A**  
**DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

The terms used in this Attachment shall be given the meaning used in TennCare rules and regulations. However, the following terms, when used in this Attachment, shall be construed and/or interpreted as follows, unless the context expressly requires a different construction and/or interpretation.

**Definitions**

1. **Commercial Carrier Transport:** Transportation provided by a common carrier, including but not limited to buses (e.g., Greyhound), trains (e.g., Amtrak), airplanes, and ferries.
2. **Curb-to-Curb Service:** Transportation provided to passengers who need little if any assistance between the vehicle and the door of the pick-up point or destination. The driver shall provide assistance according to the enrollee's needs, including assistance as necessary to enter and exit the vehicle, but assistance shall not include the lifting of any enrollee. The driver shall remain at or near the vehicle and not enter any buildings.
3. **Door-to-Door Service:** Transportation provided to enrollees with disabilities who need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver shall exit the vehicle and assist the enrollee from the door of the pick-up point, e.g., residence, accompany the passenger to the door of the vehicle, and assist the passenger in entering the vehicle. The driver shall assist the enrollee throughout the transport and to the door of the destination.
4. **Federal Motor Carrier Safety Administration (FMCSA):** A separate administration within the United States Department of Transportation established pursuant to the Motor Carrier Safety Improvement Act of 1999. Its primary mission is to reduce crashes, injuries, and fatalities involving large trucks and buses.
5. **Fixed Route:** Transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule, does not deviate from the route or the schedule, and picks up passengers at designated stops. Fixed route transportation includes, but is not limited to, non-commercial buses, commuter trains, and trolleys.
6. **Hand-to-Hand Service:** Transportation of an enrollee with disabilities from an individual at the pick-up point to a provider staff member, family member or other responsible party at the destination.
7. **Hospital Discharge:** Notification by a hospital that an enrollee is ready for discharge. A hospital discharge shall be considered an urgent trip.
8. **HRAs:** Human Resource Agencies. These agencies are the delivery system for human services, including transportation to rural residents, throughout the State of Tennessee. The ten HRAs are: Delta HRA, East Tennessee HRA, First Tennessee HRA, Knox County CAC Transit, Mid-Cumberland HRA, Northwest HRA, South Central Development District, Southwest HRA, Upper Cumberland HRA, and Southeast HRA.
9. **Member No-Show:** A trip is considered a no-show when the driver arrived on time, made their presence known, and the member cancels at the door or is not present five (5) minutes after the scheduled pick-up time.

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10. **Non-Urban Trip:** Covered NEMT service not within a city and considered less populated, (rural as described by the US Census Bureau).
  11. **Private Automobile:** An enrollee's personal vehicle or the personal vehicle of a family member or friend, to which the enrollee has access.
  12. **Single Trip:** Transport to and/or from a single TennCare covered service. A trip generally has at least two (2) trip legs but there can be one (1) or more than two (2) (multiple) trip legs.
  13. **Standing Order:** Transport to and/or from multiple recurring medical appointments for TennCare covered services for the same enrollee with the same provider for the same treatment or condition (can be one (1) or multiple trip legs).
  14. **TennCare Covered Services:** The health care services available to TennCare enrollees, as defined in TennCare rules and regulations. This includes, but is not limited to, physical health, behavioral health, pharmacy, dental services, and institutional services. TennCare covered services includes TennCare Kids services. For purposes of NEMT, TennCare covered services does not include CHOICES or ECF CHOICES HCBS or 1915(c) HCBS waiver services.
  15. **Tennessee Department of Intellectual and Developmental Disabilities (DIDD):** The state agency responsible for providing services and supports to Tennesseans with intellectual and developmental disabilities. DIDD is a division of the Tennessee Department of Finance and Administration.
  16. **Transportation Network Company (TNC):** Type of NEMT provider that may be used by the MCOs to provide covered transportation services to members. TNCs are companies that use a digital network to connect members to drivers who provide prearranged rides. TNCs differ from other types of transportation providers in that they generally partner with individual drivers using their personal vehicles to provide transportation.
  17. **Trip Leg:** One-way transport from a pick-up point to a destination. A trip generally has at least two (2) trip legs.
  18. **Urban Trip:** Covered NEMT service within a city or a more populated area (not rural as described by the US Census Bureau).
  19. **Urgent Trip:** Covered NEMT services required for an unscheduled episodic situation in which there is no immediate threat to life or limb, but the enrollee must be seen on the day of the request (can be one (1) or multiple trip legs). At a minimum, these shall be considered urgent trips: Hospital and Crisis Stabilization Unit discharges and same-day appointments with outpatient behavioral health providers. Dialysis as determined as urgent.

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**Exhibit B**  
**TRIP MANIFESTS**

The trip manifests supplied to NEMT providers shall include all necessary information for the driver to perform the trip for each enrollee, including but not limited to:

1. Number assigned by the Contractor for approved trip;
2. NEMT provider name;
3. The mode of transportation;
4. MCO name;
5. Enrollee's name;
6. Enrollee's age;
7. Enrollee's sex;
8. Trip date;
9. Number of legs for the trip (e.g., one-way, round trip, or multiple legs);
10. Origin of trip/place of pick-up (e.g., residence)
11. Time of pick-up for the time zone applicable to the pick-up location;
12. Address of the pick-up, including street address, city, county, state, and zip code;
13. Enrollee's phone number(s);
14. Number of riders;
15. Time of appointment for the time zone applicable to the appointment location;
16. Provider name;
17. Address of the provider, including street address, city, county, state, and zip code;
18. Provider's phone number(s);
19. Return trip times for the applicable time zone(s) and addresses, if applicable;
20. Any additional stops (e.g., pharmacy);
21. Any special needs of the enrollee;
22. Any special instructions to the driver, e.g., door-to-door or hand-to-hand service;
23. Whether enrollee has third-party coverage, including Medicare; and
24. Notes.

The Contractor may express time in regular time (AM or PM) or in military time (using the 24-hour clock); however, the selected method for expressing time (regular or military) shall be used consistently by the Contractor and by all of the Contractor's subcontractors, NEMT providers and drivers.

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**Exhibit C**  
**VEHICLE REQUIREMENTS**

All vehicles, except for fixed route vehicles and ambulances, shall meet the following requirements:

1. The number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
2. All vehicles shall have adequately functioning heating and air-conditioning systems.
3. All vehicles shall have functioning, clean and accessible seat belts for each passenger seat position. All vehicles shall have an easily visible interior sign that states: "ALL PASSENGERS SHALL USE SEAT BELTS". Seat belts shall be stored off the floor when not in use.
4. Each vehicle shall use child safety seats in accordance with state law.
5. All vehicles shall have at least two (2) seat belt extensions.
6. For use in emergency situations, each vehicle shall be equipped with at least one (1) seat belt cutter that is kept within easy reach of the driver.
7. All vehicles shall have functioning interior light(s) within the passenger compartment.
8. All vehicles shall have an accurate, operating speedometer and odometer.
9. All vehicles shall have two (2) exterior rear-view mirrors, one (1) on each side of the vehicle.
10. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
11. The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents, or paint damage that detract from the overall appearance of the vehicles.
12. The interior of all vehicles shall be clean and free of torn upholstery, floor or ceiling covering; damaged or broken seats; protruding sharp edges; dirt, oil, grease or litter; or hazardous debris or unsecured items.
13. All vehicles shall be smooth riding, so as not to create passenger discomfort.
14. All vehicles shall have the NEMT provider's business name and telephone number decal on at least both sides of the exterior of the vehicle. The business name and phone number shall appear in lettering that is a minimum of three inches in height and of a color that contrasts with its surrounding background.
15. To comply with confidentiality requirements, no words may be displayed on the vehicle that implies that TennCare enrollees are being transported. The name of the NEMT provider's business may not imply that TennCare enrollees are being transported.
16. The vehicle license number and the Contractor's toll-free phone number shall be prominently displayed on the interior of each vehicle. This information and the complaint procedures shall be clearly visible and available in written format (at a minimum, in English and Spanish) in each vehicle for distribution to enrollees upon request.
17. The vehicle shall have a current inspection sticker issued by the Contractor on the outside of the passenger side rear window in the lower right corner.
18. Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states: "NO SMOKING".
19. All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.

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20. All vehicles shall be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves, and sterile eyewash.
  21. Each vehicle shall contain a current map of the applicable geographic area with sufficient detail to locate enrollee and provider addresses.
  22. Each vehicle shall be equipped with a regulation size Class B chemical type fire extinguisher. The fire extinguisher shall have a visible, current (up-to-date) inspection tag or sticker showing an inspection of the fire extinguisher by the appropriate authority within the past twelve (12) months. The extinguisher shall be mounted in a bracket located in the driver's compartment and be readily accessible to the driver and passenger(s).
  23. Each vehicle shall be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
  24. Each vehicle shall be equipped with emergency triangles.
  25. Each vehicle that is required to stop at all railroad crossings shall have a railroad crossing decal that says that the vehicle stops at all railroad crossings.
  26. Each vehicle shall have a real-time link, telephone or two-way radio. Pagers are not acceptable as a substitute.



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**Exhibit D**  
**DRIVER REQUIREMENTS**

The requirements listed below shall apply to all drivers of vehicles other than fixed route vehicles and ambulances.

1. All drivers shall be courteous, patient, and helpful to all passengers.
2. All drivers shall be neat and clean in appearance.
3. No driver shall use alcohol, narcotics, illegal drugs or prescription medications that impair the ability to perform while on duty. No driver shall misuse alcohol or prescription medications or use illegal drugs at any time.
4. All drivers shall wear and have visible an identification badge that is easily readable and identifies the driver and the NEMT provider.
5. No driver shall smoke or eat while in the vehicle, while assisting an enrollee, or in the presence of any enrollee.
6. Drivers shall not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used for communication with the NEMT provider, the dispatcher, or the Contractor.
7. Drivers shall exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle.
8. The driver shall provide an appropriate level of assistance to an enrollee when requested or when necessitated by the enrollee's mobility status or personal condition. This includes curb-to-curb, door-to-door, and hand-to-hand service, as required.
9. The driver shall assist enrollees in the process of being seated including the fastening of seat belts, securing children in properly-installed child safety seats, and properly securing passengers in wheelchairs.
10. The driver shall confirm, prior to departure, that all seat belts are fastened properly, and that all passengers, including passengers in wheelchairs, are safely and properly secured.
11. Upon arrival at the destination, the driver shall park the vehicle so that the enrollee does not have to cross streets to reach the entrance of the destination.
12. Drivers shall visually confirm that the enrollee is inside the destination.
13. The driver shall not leave an enrollee unattended at any time.
14. If an enrollee or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the NEMT provider/dispatcher, and request assistance.

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**Exhibit E**  
**DRIVER LOGS**

The Contractor shall require that the NEMT providers' drivers maintain daily transportation logs containing, at a minimum, the information listed below. Fixed route transportation is excluded from this requirement.

1. Date of service;
2. Driver's name;
3. Driver's signature;
4. Name of escort or accompanying adult (for enrollees under age eighteen (18) and relationship to enrollee (if applicable));
5. Vehicle Identification Number (VIN);
6. Enrollee's name;
7. The NEMT provider's name;
8. Number assigned by the Contractor for the approved trip;
9. Mode of transportation approved;
10. Actual start time (from the base station) for the time zone applicable to the starting location;
11. Scheduled pick-up time for the time zone applicable to the pick-up location;
12. Actual pick-up location and time for the time zone applicable to the pick-up location;
13. Actual departure time from pick-up location for the time zone applicable to the pick-up location;
14. Actual destination and time for the time zone applicable to the destination;
15. Actual number of wheelchairs, escorts, and accompanying adults (for enrollees under age eighteen (18));
16. Odometer readings at each point of pick-up and of drop-off; and
17. Notes, if applicable. At a minimum, the log shall show notes in the case of cancellations, incomplete requests, "no-shows", accident and incident.

For ambulance, the log shall also contain, at a minimum:

1. Patient assessment by ambulance personnel and a chronological narrative of care/service rendered by ambulance personnel;
2. Itemized list of specialized services and/or supplies; and
3. Type of vehicle used for transport (class or service category).

The Contractor may express time in regular time (AM or PM) or in military time (using the 24-hour clock); however, the selected method for expressing time (regular or military) shall be used consistently by the Contractor and by all of the Contractor's subcontractors, NEMT providers and drivers.

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**ATTACHMENT XII**

**ADMINISTRATIVE FEE PAYMENT**

**I. Administrative Fee**

<b>Enrollee Category</b>	<b>Per Member Per Month (PMPM) Fee</b>
<b>Group 1.A</b>	\$29.00 PMPM
<b>Group 1.B</b>	\$29.00 PMPM
<b>Group 2</b>	\$29.00 PMPM
<b>Group 3</b>	\$29.00 PMPM
<b>Group 3</b>	\$29.00 PMPM
<b>Group 4</b>	\$29.00 PMPM
<b>Group 6</b>	\$29.00 PMPM
<b>Group 7</b>	\$29.00 PMPM

**II. Administrative Fee for Claims for Certain Populations**

The Contractor shall be paid two dollars (\$2.00) per claim as reimbursement for processing claims for services incurred and paid by the Contractor as described in Sections 2.4.4.6, 2.9.14.4.1.1.1 and for non-custodial children that are not otherwise enrolled in TennCare Select and not receiving an administrative fee by the Contractor as described in Section A.3.1.11.1.1.1 of this Contract. Actual expenditures for the services and the allowed amount for claims processing are subject to T.C.A. 56-32-124. The Contractor shall prepare checks for payment of providers for the provision of the services incurred as described in Sections 2.4.4.6, 2.9.14.4.1.1.1 and 3.1.11.1.1.1. The Contractor shall notify the State of the amount to be paid in a mutually acceptable form and format at least forty-eight (48) hours in advance of distribution of any provider payment related to this requirement. TennCare shall remit payment to the Contractor in an amount equal to: the amount to be paid to providers; plus, two dollars (\$2.00) per claim processed by the Contractor; plus, an amount sufficient to cover any payment due in accordance with T.C.A. 56-32-124 within forty-eight (48) hours of receipt of notice unless extended by TennCare due to unforeseen circumstances or bank holidays. The Contractor shall then release payments to providers within twenty-four (24) hours of the receipt of funds from the State. The Contractor is responsible for any payments required pursuant to T.C.A. 56-32-124.

**III.** The Contractor shall be paid printing, supply costs, and any postage costs incurred in generating and mailing of QMB ONLY cards and shall be billed on a quarterly basis to the state and include any necessary documentation as described by TennCare.

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## ATTACHMENT XIII

### PROCUREMENT LIBRARY

The Procurement Library includes 33 items comprised of 45 separate documents. These documents are accessed through a link available on the Central Procurement Office website.

#### Background Information (7 items)

1. (1) Current Dental Benefits Manager (DBM) Contract – DentaQuest
2. (1) Current Pharmacy Benefits Manager (PBM) Contract – Optum
3. (1) LTSS Overview
4. (1) Managed Care Model Overview
5. (1) TennCare FY2021 Annual Report
6. (1) TennCare Mission Vision and Values Statements
7. (1) Non-Discrimination - Rights and Responsibilities

#### Behavioral Health (5 items)(1) THL Detailed Business Requirements

9. (1) THL Provider Operating Manual 2023
10. (1) OTP Program Description
11. (1) 2023 BESMART Program Description

#### Long-Term Services and Supports (4 items)

12. (1) Katie Beckett Program Overview
13. (1) Katie Beckett Member Benefit Table
14. (1) Katie Beckett Level of Care Guide
15. (1) Katie Beckett Cost Sharing

#### Program Integrity (3 items)

16. (1) Third Party Copays and Deductibles, MCCs' and Providers' Responsibilities
17. (1) Third Party Liability, The Role of TennCare MCOs
18. (1) Managed Care Program Integrity Manual (MCPIM)

#### Provider Relations (1 item)

19. (1) Provider Enrollment File Policy

#### Quality Improvement (9 items; 14 files)

20. (2) PCMH Program Overview
21. (1) PCMH Provider Operating Manual
22. (1) Annual PCMH Data Report Template
23. (2) Quarterly PCMH Provider Report Template
24. (1) Monthly EPSDT Claims Report Template
25. (1) Annual Population Health Outcome Metric Report Template
26. (2) Bi-Annual Population Health Report
27. (3) Annual Provider Satisfaction Survey Report Template
28. (1) NCQA Standards and Guidelines for Accreditation of MCOs

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**IT/ Claims Data (2 items; 9 files)**

- 29. (1) Coordination of Benefits Agreement (COBA) with Medicare (Crossover process)
- 30. (8) HIPAA Implementation and TennCare Companion Guide (TennCare IS data transmission)

**RFP Attachments (3 items)**

- 31. (1) RFP Attachment 6.7 - Information Systems Profile
- 32. (1) RFP Attachment 6.8 - Information Systems Organization Profile
- 33. (1) RFP Attachment 6.10 - Comment and Question Template

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**ATTACHMENT XIV**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**



**HIPAA Business Associate Agreement**

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is between The State of Tennessee, Division of TennCare (“TennCare” or “Covered Entity”), located at 310 Great Circle Road, Nashville, TN 37243 and \_\_\_\_\_

\_\_\_\_\_ (“Business Associate”), located at \_\_\_\_\_, including all office locations and other business locations at which Business Associate data may be used or maintained. Covered Entity and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

**BACKGROUND**

The Parties acknowledge that they are subject to the Privacy and Security Rules (45 C.F.R. Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, and as amended by the final rule modifying the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH). If Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and hereinafter referred to as “Service Agreements.”

**LIST OF AGREEMENTS AFFECTED BY THIS HIPAA BUSINESS ASSOCIATE AGREEMENT:**

\_\_\_\_\_  
\_\_\_\_\_

In the course of performing services under a Service Agreement, Business Associate may come into contact with, use, or disclose Protected Health Information (“PHI”). Said Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security rules and regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI that Business Associate may receive (if any) from or on behalf of Covered Entity, and, therefore, execute this Contract.

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## 1. DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms defined in 45 C.F.R. Parts 160 through 164 or other applicable law or regulation. A reference in this Contract to a section in the Privacy or Security Rule means the section as in effect or as amended.

1.1 “Commercial Use” means obtaining PHI with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the spirit of this Contract, including but not limited to presentation of data or examples of data in a conference or meeting setting where the ultimate goal is to obtain or gain new business.

1.2 “Confidential Information” shall mean any non-public, confidential or proprietary information, whether written, graphic, oral, electronic, visual or fixed in any tangible medium or expression, which is supplied by TennCare to the Business Associate under this Contract. Any information, whether written, graphic, oral, electronic, visual or fixed in any tangible medium or expression, relating to individuals enrolled in the TennCare program (“TennCare enrollees”), or relating to individuals who may be potentially enrolled in the TennCare program, which is provided to or obtained through the Business Associate’s performance under this Contract, shall also be treated as “Confidential Information” to the extent that confidential status is afforded such information under state and federal laws or regulations. All Confidential Information shall not be subject to disclosure under the Tennessee Public Records Act.

1.3 “Electronic Signature” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

1.4 “Marketing” shall have the meaning under 45 C.F.R. § 164.501 and the act or process of promoting, selling, leasing or licensing any TennCare information or data for profit without the express written permission of TennCare.

## 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

2.1 Compliance with the Privacy Rule. Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Contract, the Service Agreements, or as required by law. In case of any conflict between this Contract and the Service Agreements, this Contract shall govern.

2.2 HITECH Act Compliance. The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and Breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with any applicable provisions of HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Contract between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as if set forth in this Contract in its entirety and is effective as of the Applicable Effective Date, and as amended.

2.3 Business Management. Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may provide data aggregation services relating to the Health Care Operations of

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TennCare, or as required by law. Business Associate is expressly prohibited from using or disclosing PHI other than as permitted by this Contract, any associated Service Agreements, or as otherwise permitted or required by law, and is prohibited from uses or disclosures of PHI that would not be permitted if done by the Covered Entity.

2.4 Privacy Safeguards and Policies. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Service Agreement(s), this Contract or as required by law. This includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity's PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate (See also Section 3.2). The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, and procedures, records of training and sanctions of members of its Workforce.

2.5 Business Associate Contracts. Business Associate shall require any agent, including a Subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity, or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential TennCare information, to agree, by written agreement with Business Associate, to substantially similar, but not less stringent restrictions and conditions that apply through this Contract to Business Associate with respect to such information except for the provision at Section C.6, which shall only apply to the Business Associate notwithstanding the requirements in this section A.2.5.

2.6 Mitigation of Harmful Effect of Violations. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.

2.7 Reporting of Violations in Use and Disclosure of PHI. Business Associate shall require its employees, agents, and Subcontractors to promptly report to Business Associate immediately upon becoming aware of any use or disclosure of PHI in violation of this Contract and to report to Covered Entity any use or disclosure of the PHI not provided for by this Contract. The Business Associate shall report such violation to Covered Entity immediately upon becoming aware of, and in no case later than 48 hours after discovery.

2.8 Breach of Unsecured Protected Health Information. As required by the Breach Notification Rule, Business Associate shall, and shall require its Subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.

2.8.1 Business Associate shall provide to Covered Entity notice of a Breach of Unsecured PHI immediately upon becoming aware of the Breach, and in no case later than 48 hours after discovery.

2.8.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.

2.8.3 Covered Entity shall make the final determination whether the Breach requires notification to affected individuals and whether the notification shall be made by Covered Entity or Business Associate.

2.9 Access of Individual to PHI and other Requests to Business Associate. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity in order to meet its requirements under 45 C.F.R. § 164.524. If Business Associate receives a request from an Individual for a copy of the Individual's PHI, and the PHI



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is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the Individual in a timely manner. If Business Associate receives a request for PHI not in its possession and in the possession of the Covered Entity, or receives a request to exercise other Individual rights as set forth in the Privacy Rule, Business Associate shall promptly forward the request to Covered Entity. Business Associate shall then assist Covered Entity as necessary in responding to the request in a timely manner. If a Business Associate provides copies of PHI to the Individual, it may charge a reasonable fee for the copies as the regulations shall permit.

2.10 Requests to Covered Entity for Access to PHI. The Covered Entity shall forward to the Business Associate in a timely manner any Individual's request for access to or a copy (in any form they choose, provided the PHI is readily producible in that format) of their PHI that shall require Business Associate's participation, after which the Business Associate shall provide access to or deliver such information as follows:

- (a) The Parties understand that if either Party receives a request for access to or copies of PHI from an Individual which the Party may complete with only its own onsite information, the time for such response shall be thirty (30) days, with notification to the Covered Entity upon completion.
- (b) If the Covered Entity receives a request and requires information from the Business Associate in addition to the Covered Entity's onsite information to fulfill the request, the Business Associate shall have fifteen (15) days from date of Covered Entity's notice to provide access or deliver such information to the Covered Entity so that the Covered Entity may timely respond to the Individual within the thirty (30) day requirement of 45 C.F.R. § 164.524.
- (c) If the Party designated above as responding to the Individual's request is unable to complete the response to the request in the time provided, that Party shall provide the Individual, or Individual's designee, with a written statement of the reasons for the delay and the date by which the Party will complete its action on the request. The Party may extend the response time once for no more than thirty (30) additional days.
- (d) Business Associate is permitted to send an Individual or Individual's designee unencrypted emails including Electronic PHI if the Individual requests it, provided the Business Associate has advised the Individual of the risk and the Individual still prefers to receive the message by unencrypted email.

2.11 Individuals' Request to Amend PHI. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526, regarding an Individual's request to amend PHI. The Business Associate shall make the amendment promptly in the time and manner designated by Covered Entity, but shall have thirty (30) days' notice from Covered Entity to complete the amendment to the Individual's PHI and to notify the Covered Entity upon completion.

2.12 Recording of Designated Disclosures of PHI. Business Associate shall document any and all disclosures of PHI by Business Associate or its agents, including information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

2.13 Accounting for Disclosures of PHI. The Business Associate agrees to provide to Covered Entity or to an Individual, or Individual's designee, in time and manner designated by Covered Entity, information collected in accordance with this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. The Covered Entity shall forward the Individual's request requiring the participation of the Business Associate to the Business Associate in a timely manner, after which the Business Associate shall provide such information as follows:

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- (a) If Covered Entity directs Business Associate to provide an accounting of disclosures of the Individual's PHI directly to the Individual, the Business Associate shall have sixty (60) days from the date of the Individual's request to provide access to or deliver such information to the Individual or Individual's designee. The Covered Entity shall provide notice to the Business Associate in time to allow the Business Associate a minimum of thirty (30) days to timely complete the Individual's request.
  - (b) If the Covered Entity elects to provide the accounting to the Individual, the Business Associate shall have thirty (30) days from date of Covered Entity's notice of request to provide information for the Accounting to the Covered Entity so that the Covered Entity may timely respond to the Individual within the sixty (60) day period.
  - (c) If either of the Parties is unable to complete the response to the request in the times provided above, that Party shall notify the Individual with a written statement of the reasons for the delay and the date by which the Party will complete its action on the request. The Parties may extend the response time once for no more than thirty (30) additional days.
  - (d) The accounting of disclosures shall include at least the following information:
    - (1) date of the disclosure;
    - (2) name of the third party to whom the PHI was disclosed,
    - (3) if known, the address of the third party;
    - (4) brief description of the disclosed information; and
    - (5) brief explanation of the purpose and basis for such disclosure.
  - (e) The Parties shall provide one (1) accounting in any twelve (12) months to the Individual without charge. The Parties may charge a reasonable, cost-based fee, for each subsequent request for an accounting by the same Individual if he/she is provided notice and the opportunity to modify their request. Such charges shall not exceed any applicable State statutes or rules.

2.14 Minimum Necessary. Business Associate shall use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.14.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.14.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.14.3 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity.

2.15 Privacy Compliance Review upon Request. Business Associate agrees to make its internal practices, books and records, including policies, procedures, and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.16 Cooperation in Privacy Compliance. Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Privacy Rule.

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### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1 Compliance with Security Rule. Business Associate shall fully comply with the requirements under the Security Rule applicable to "Business Associates," as that term is defined in the Security Rule. In case of any conflict between this Contract and Service Agreements, this Contract shall govern.

3.2 Security Safeguards and Policies. Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation of its compliance with the Security Rule.

3.3 Security Provisions in Business Associate Contracts. Business Associate shall ensure that any agent to whom it provides Electronic PHI received from, maintained, or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, shall execute a bilateral contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, incorporating substantially similar, but not less stringent restrictions and conditions in this Contract with Business Associate regarding PHI except for the provision in Section C.6.

3.4 Reporting of Security Incidents. The Business Associate shall track all Security Incidents as defined and as required by HIPAA and shall periodically report such Security Incidents in summary fashion as may be requested by the Covered Entity. The Covered Entity shall not consider as Security Incidents, for the purpose of reporting, external activities (port enumeration, etc.) typically associated with the "footprinting" of a computing environment as long as such activities have only identified but not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers. The Business Associate shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of Security Incidents and responses for Business Associate's operations. However, the Business Associate shall expediently notify the Covered Entity's Privacy Officer of any related Security Incident, immediately upon becoming aware of any unauthorized acquisition including but not limited to use, disclosure, modification, or destruction of PHI by an employee or otherwise Authorized User of its system of which it becomes aware.

3.4.1 Business Associate identifies the following key contact persons for all matters relating to this Contract:

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Business Associate shall notify Covered Entity of any change in these key contacts during the term of this Contract in writing within ten (10) Business Days.

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3.5 Contact for Security Incident Notice. Notification for the purposes of Sections A.2.8 and 3.4 shall be in writing made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:

TennCare Privacy Officer  
310 Great Circle Rd.  
Nashville Tennessee 37243  
Phone: (615) 507-6697  
Facsimile: (615) 734-5289  
Email: Privacy.TennCare@tn.gov

3.6 Security Compliance Review upon Request. Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the security of Electronic PHI received from, created by or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the requester, for purposes of determining Covered Entity's, Business Associate's compliance with the Security Rule.

3.7 Cooperation in Security Compliance. Business Associate shall fully cooperate in good faith to assist Covered Entity in complying with the requirements of the Security Rule.

3.8 Refraining from intimidation or retaliation. A Covered Entity or Business Associate may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any Individual or other person for-- (a) Filing of a complaint under 45 C.F.R. § 160.306; (b) testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing; or (c) opposing any act or practice made unlawful, provided the Individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of PHI in violation of HIPAA.

#### **4. USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

4.1 Use and Disclosure of PHI for Operations on Behalf of Covered Entity. Except as otherwise limited in this Contract, Business Associate may use or disclose PHI to perform Treatment, Payment or Health Care Operations for, or on behalf of, Covered Entity as specified in Service Agreements, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.

4.2 Other Uses of PHI. Except as otherwise limited in this Contract, Business Associate may use PHI within its Workforce as required for Business Associate's proper management and administration, not to include Marketing or Commercial Use, or to carry out the legal responsibilities of the Business Associate.

4.3 Third Party Disclosure Confidentiality. Except as otherwise limited in this Contract, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or, if permitted by law, this Contract, and the Service Agreement, provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as required by law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is Breached immediately upon becoming

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aware.

4.4 Other Uses Strictly Limited. Nothing in this Contract shall permit the Business Associate to share PHI with Business Associate's affiliates or contractors except for the purposes of the Service Agreement(s) between the Covered Entity and Business Associate(s) identified in the "LIST OF AGREEMENTS AFFECTED BY THIS HIPAA BUSINESS ASSOCIATE AGREEMENT" on page one (1) of this Contract.

4.5 Covered Entity Authorization for Additional Uses. Any use of PHI or other confidential TennCare information by Business Associate, its Subcontractors, its affiliate or Contractor, other than those purposes of this Contract, shall require express written authorization by the Covered Entity, and a Business Associate agreement or amendment as necessary. Activities which are prohibited include, but not are not limited to, Marketing or the sharing for Commercial Use or any purpose construed by Covered Entity as Marketing or Commercial use of TennCare enrollee personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws.

4.6 Prohibition of Offshore Disclosure. Nothing in this Contract shall permit the Business Associate to share, use or disclose PHI in any form via any medium with any third party beyond the boundaries and jurisdiction of the United States without express written authorization from the Covered Entity.

4.7 Prohibition of Other Uses and Disclosures. Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose construed by Covered Entity as the sale, marketing or commercial use of TennCare enrollee personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.

4.8 Data Use Agreement - Use and Disclosure of Limited Data Set. Business Associate may use and disclose a Limited Data Set that Business Associate creates for Research, public health activity, or Health Care Operations, provided that Business Associate complies with the obligations below. Business Associate may not make such use and disclosure of the Limited Data Set after any cancellation, termination, expiration, or other conclusion of this Contract.

4.9 Limitation on Permitted Uses and Disclosures. Business Associate will limit the uses and disclosures it makes of the Limited Data Set to the following: Research, public health activity, or Health Care Operations, to the extent such activities are related to covered functions, including business planning and development such as conducting cost-management and planning-related analysis related to managing and operating Business Associates functions, formulary development and administration, development and improvement of methods of payment or coverage policies, customer service, including the provision of data analysis for policy holders, plan sponsors, or other customers, to the extent such activities are related to covered functions, provided that PHI is not disclosed and disclosure is not prohibited pursuant to any other provisions in this Contract related to Marketing or Commercial use.

4.10 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreements with any Subcontractor or agent which Business Associate provides access to Protected Health Information.

4.11 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

## **5. OBLIGATIONS OF COVERED ENTITY**

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5.1 Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of Privacy Practices produced by Covered Entity in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

5.2 Notice of Changes in Individual's Access or PHI. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.

5.3 Notice of Restriction in Individual's Access or PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

5.4 Reciprocity for Requests Received by Business Associate. The Parties agree that this Section (Section 5) is reciprocal to the extent Business Associate is notified or receives an inquiry from any Individual within Covered Entity's covered population.

## **6. TERM AND TERMINATION**

6.1 Term. This Contract shall be effective as of the date on which it has been signed by both parties and shall terminate when all PHI which has been provided, regardless of form, by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if the Parties agree that it is unfeasible to return or destroy PHI, subsection 6.3.5 below shall apply.

6.2 Termination for Cause. This Contract authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to terminate this Contract and Service Agreement in the event Business Associate fails to comply with, or violates a material provision of this Contract and any provision of the Privacy and Security Rules.

6.2.1 Upon Covered Entity's knowledge of a Breach by Business Associate, Covered Entity shall either:

- (a) Provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this BAA if Business Associate does not cure the breach or end the violation within the reasonable time specified by Covered Entity; or
- (b) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible.

6.3 Effect of Termination. Upon termination of this Contract for any reason, except as provided in subsections 6.3.2 and 6.3.5 below, Business Associate shall at its own expense either return and/or destroy all PHI and other Confidential Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision applies to all Confidential Information regardless of form, including but not limited to electronic or paper format. This provision shall also apply to PHI and other Confidential Information in the possession of sub-contractors or agents of Business Associate.

6.3.1 The Business Associate shall consult with the Covered Entity as necessary to assure an appropriate means of return and/or destruction and shall notify the Covered Entity in writing when such destruction is complete. If information is to be returned, the Parties shall document when all information has been received by the Covered Entity.

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- 6.3.2 This provision (Section 6.3 and its subsections) shall not prohibit the retention of a single separate, archived file of the PHI and other confidential TennCare information by the Business Associate if the method of such archiving reasonably protects the continued privacy and security of such information and the Business Associate obtains written approval at such time from the Covered Entity. Otherwise, neither the Business Associate nor its Subcontractors and agents shall retain copies of TennCare Confidential Information, including enrollee PHI, except as provided herein in subsection 6.3.5.
- 6.3.3 The Parties agree to anticipate the return and/or the destruction of PHI and other TennCare Confidential Information and understand that removal of the Confidential Information from Business Associate's information system(s) and premises will be expected in almost all circumstances. The Business Associate shall notify the Covered Entity whether it intends to return and/or destroy the confidential with such additional detail as requested. In the event Business Associate determines that returning or destroying the PHI and other Confidential Information received by or created for the Covered Entity at the end or other termination of the Service Agreement is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible.
- 6.3.4 Except for Business Associate Agreements in effect prior to April 21, 2005 when the Security Rule became effective, for the renewal or amendment of those same Agreements, or for other unavoidable circumstances, the Parties contemplate that PHI and other Confidential Information of the Covered Entity shall not be merged or aggregated with data from sources unrelated to that Agreement, or Business Associate's other business data, including for purposes of data backup and disaster recovery, until the parties identify the means of return or destruction of the TennCare data or other Confidential Information of the Covered Entity at the conclusion of the Service Agreement, or otherwise make an express alternate agreement consistent with the provisions of Section 6.3 and its subsections.
- 6.3.5 Upon written mutual agreement of the Parties that return or destruction of PHI is unfeasible and upon express agreement as to the means of continued protection of the data, Business Associate shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

## 7. MISCELLANEOUS

7.1 Regulatory Reference. A reference in this Contract to a section in the Privacy and/or Security Rule means the section as in effect or as amended.

7.2 Amendment. The Parties agree to take such action to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Contract has been formally amended, including, but not limited to, changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

7.3 Survival. The respective rights and obligations of Business Associate under Confidentiality and Section 6.3 of this Contract shall survive the termination or expiration of this Contract.

7.4 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits

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Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

7.5 Headings. Paragraph Headings used in this Contract are for the convenience of the Parties and shall have no legal meaning in the interpretation of the Contract.

7.6 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be delivered by electronic mail, hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice. (For purposes of this section, effective notice to "Respective Party" is not dependent on whether the person named below remains employed by such Party.) The Parties agree to use their best efforts to immediately notify the other Party of changes in address, telephone number, and fax numbers and to promptly supplement this Contract as necessary with corrected information.

Notifications relative to Sections A.2.8 and 3.4 of this Contract must also be reported to the Privacy Officer pursuant to Section 3.5.

COVERED ENTITY:  
Stephen Smith, Director  
Division of TennCare  
310 Great Circle Rd.  
Nashville, TN 37243  
Fax: (615) 253-5607

BUSINESS ASSOCIATE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) Business Days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

7.7 Transmission of PHI or Other Confidential Information. Regardless of the transmittal methods permitted above, Covered Entity and Business Associate agree that all deliverables set forth in this Contract that are required to be in the form of data transfers shall be transmitted between Covered Entity and Business Associate via the data transfer method specified in advance by Covered Entity. This may include, but shall not be limited to, transfer through Covered Entity's SFTP system. Failure by the Business Associate to transmit such deliverables in the manner specified by Covered Entity may, at the option of the Covered Entity, result in liquidated damages if and as set forth in one (1) or more of the Service Agreements between Covered Entity and Business Associate listed above. All such deliverables shall be considered effectively submitted upon receipt or recipient confirmation as may be required.

7.8 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Contract, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Contract shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Contract.

7.9 Severability. With respect to any provision of this Contract finally determined by a court of competent



jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Contract cannot be reformed, such provision shall be deemed to be severed from this Contract, but every other provision of this Contract shall remain in full force and effect.

7.10 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA and HITECH and without giving effect to principles of conflicts of law. Jurisdiction shall be Davidson County, Nashville, Tennessee, for purposes of any litigation resulting from disagreements of the parties for purpose of this Contract and the Service Agreement (s).

7.11 Compensation. There shall be no remuneration for performance under this Contract except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and Services Agreement(s) referenced herein.

7.12 Validity of Execution. Unless otherwise agreed, the parties may conduct the execution of this Business Associate Agreement transaction by electronic means. The parties may agree that an electronic record of the Contract containing an Electronic Signature is valid as an executed Agreement.

**IN WITNESS WHEREOF, the Parties execute this Contract to be valid and enforceable from the last date set out below:**

**DIVISION OF TennCare**

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_  
*Stephen Smith, Director*  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Division of TennCare  
310 Great Circle Road  
Nashville, TN 37243  
Fax: (615) 253-5607

Date: \_\_\_\_\_

*On behalf of:*

Name: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Fax/Email:  
\_\_\_\_\_

## RFP ATTACHMENT 6.6

## RESPONDENT ATTESTATION

## RFP # 31865-00637 STATEMENT OF ATTESTATIONS

The Respondent must sign and complete this Statement of Attestations as required, and this signed Statement of Attestations must be included in the Technical Response (as required by RFP Attachment 6.2, *Technical Response & Evaluation Guide*, Section A, Item A.1).

**Instructions for completion:** Respondent must sign and date each attestation, and where applicable, provide respondent statements.

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**

## General Attestations

Attestation	Name, Title, Signature, Date
The Respondent attests that it is not an excluded individual or entity as described in 42 C.F.R. §438.808(b).	
The Respondent attests, certifies, warrants, and assures Tennessee that the Respondent shall not knowingly employ employees who have been excluded from participation in the Medicare, Medicaid, and/or CHIP programs pursuant to Sections 1128 of the Social Security Act.	
The Respondent attests that it meets the federal definition of an MCO, as defined in 42 C.F.R. §438.2 and that it is licensed as a risk-bearing health insurer in at least one state.	
The Respondent attests that it either has a certificate of authority issued by the Tennessee Department of Insurance to operate as an HMO or that it meets the qualifications to have a certificate of authority issued by the Tennessee Department of Insurance to operate as an HMO.	
The Respondent attests that it understands that it must obtain a certificate of authority issued by the Tennessee Department of Insurance to operate as an HMO prior to the start of TennCare operations.	
The Respondent attests that its principal place of business is located inside the continental United States as specified in 42 CFR 438.602(i).	
<p>The Respondent attests that it has sufficient Medicaid managed care experience by either:</p> <p>A) attesting that it is a current Medicaid MCO in the state of Tennessee in good standing, OR</p> <p>B) attesting that:</p> <ol style="list-style-type: none"> <li>1. The Respondent has administered an integrated Medicaid managed care program encompassing physical and BH and LTSS for a minimum of three (3) years in at least two (2) states. To attest affirmatively, the Respondent's populations served in LTSS must include all of the populations served through managed care in TennCare, as follows: <ul style="list-style-type: none"> <li>— Older adults (65+)</li> <li>— Adults with physical disabilities</li> <li>— Individuals with intellectual and developmental disabilities</li> </ul> </li> </ol>	

Attestation	Name, Title, Signature, Date
— Dual eligible beneficiaries	
The Respondent acknowledges that its organization currently has the capacity and willingness, or will have the capacity and willingness by July 1, 2025, to meet and/or perform all requirements in the RFP and Model Contract.	
<p>Specifically, the Respondent attests that:</p> <ol style="list-style-type: none"> <li>1) at the time of Contract “go live” on July 1, 2025, the Respondent will have a single integrated corporate structure for managing physical health, BH and LTSS providers and care, so that the teams involved in the Respondent’s TennCare contracting processes, provider relationships, care coordination, and Member engagement are integrated at every level of the Respondent’s organization.</li> <li>2) the people on the Respondent’s TennCare contracting team, the provider relationship team, the care coordination team, and the Member engagement team will report through the same structure without any difference based on whether they are focused on physical health, BH, LTSS or a combination. In this context, reporting means the manager who sets goals, assigns tasks, and evaluates performance.</li> <li>3) For TennCare core contracting, the respondent will not subcontract the management of BH or LTSS services.</li> <li>4) All management or oversight of physical health, BH and LTSS shall be provided by employees of the Respondent and reside in the State of Tennessee.</li> </ol>	
<ol style="list-style-type: none"> <li>1 The Respondent attests that it has reviewed the TennCare data book.</li> <li>2 The Respondent attests and certifies its agreement with the actuarial assumptions described in this RFP and agree to accept the rate setting process and rates set by the State and its actuaries for services provided through any Contract resulting from this RFP.</li> </ol>	

### Moral Objections

Attestation	Respondent Statement	Name, Title, Signature, Date
The Respondent attests that it has no moral or religious objections to providing any MCO Covered Services described in the Model Contract.	N/A	
The Respondent attests that its statement describes any and all moral and religious objections to providing any MCO Covered Services. The offeror’s statement describes, in as much detail as possible, all direct and related services that are objectionable	[Provide statement regarding any moral objections and related codes]	

and includes a listing of the codes impacted, including, but not limited to, CPT codes, HCPCS codes, diagnosis codes, revenue codes, modifier codes, etc., and, if there are none, it must state so.		
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**Conflict of Interest**

Attestation	Respondent Statement	Signature/Date
The Respondent attests that its statement describes any and all of the financial, legal, contractual, and other business interests of the Respondent and any subcontractor, its affiliates, partners, parent(s), subsidiaries, and related organizations, if any, that may affect or impact its performance under the Contract. In cases where such relationships or interests exist or appear to exist, the statement describes how a potential or actual conflict of interest will be avoided or remedied.	[Provide statement regarding any potential conflicts]	
The Respondent attests that it has provided any other information that may be relevant to the offeror's or any Material Subcontractor's financial, legal, contractual, or other business interests as they relate to the RFP and Contract in its statement.	[Include any additional information here; or note that no additional information]	

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME & TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RESPONDENT LEGAL ENTITY NAME:** \_\_\_\_\_

**INFORMATION SYSTEMS PROFILE (Question B.24)****RFP ATTACHMENT 6.7**

*\*Please complete this form using the Word version of this document provided in the Procurement Library*

Please provide a detailed profile of the key information systems within your span of control that will be used to perform the following:

1. Maintenance of member eligibility/enrollment and other information, both current and historical;
2. Maintenance of claims information (and/or equivalent encounter information for providers with whom the MCO has a capitated arrangement), both current and historical;
3. Maintenance of authorization and care coordination information, both current and historical;
4. Maintenance of provider network and other information;
5. Maintenance of EPSDT (TennCare Kids)-specific information;
6. Maintenance of information related to enrollee health status and outcomes;
7. Maintenance of MCO financial data;
8. Maintenance of information related to member grievance (synonymous with "complaint");
9. Maintenance of information related to member adverse benefit determination appeal;
10. Maintenance of information related to Provider Complaints and Appeals. (for example, provider vs. MCO claims disputes as opposed to appeals filed by the provider on the member's behalf);
11. Maintenance of internal operations data, e.g., call center statistics and system availability;
12. Maintenance of information related to reported incidents that may have compromised patient safety;
13. Maintenance of data collected via satisfaction surveys;
14. Maintenance of information related to program integrity and compliance activities;
15. Generation of the reports stipulated in Section A.2.30 of the *pro forma* contract;
16. Processing of claims including electronic submission and, where applicable, automated and/or rules-based adjudication; and
17. Processing of transactions between the MCO and its members and between the MCO and providers including but not limited to: provider applications for network participation; enrollee and/or provider inquiries, suggestions, complaints etc.) - "workflow".

In the Systems profile, please indicate:

- a) Whether these systems will be used solely for the administration and management of TennCare activities, or
- b) Multi-client Systems, where information and transactions related to TennCare will be captured and/or processed along with information and transactions of other clients.
- c) The applicable security frameworks and standards in place to secure data and key information systems under your span of control.

Additionally, as part of your Systems profile indicate:

- a) Name and version/release level of each application (e.g., version 1.0 release x.x)
- b) Operating hardware vendor and model/series ID (e.g., Oracle, Intel, Cisco and model of the system);
- c) Operating system vendor and ID along with version/release level (e.g., Solaris, Linux, Windows); and
- d) Whether operation of the application and/or operating hardware is being outsourced to a third party; if so, indicate the third party to which the operation is or will be outsourced.

Finally, identify whether any of the aforementioned applications will be undergoing a major upgrade or whether any of these applications will be replaced (and by what application, if known), in the next eighteen months.

**INFORMATION SYSTEMS PROFILE: FORMAT**

System/Information Management Function:		APPLICATION AND DATABASE										
		Name of Application(s)	App. Version/Release Level	App. Mgt. Outsourced? (Yes/No)	If Yes, to Whom?	Dedicated to TennCare or Multi-Client?	If Multi-Client, Indicate Other Users	Listing of applicable security frameworks and standards (e.g., FedRamp, NIST, COBIT, ISO 27001)	Name of Database(s)	DB Version/Release Level	DB Mgt. Outsourced? (Yes or No)	If Yes, to Whom?
1	Maintenance of member eligibility/enrollment and other information, both current and historical											
2	Maintenance of claims information (and/or encounter information for providers with whom the MCO has a capitated arrangement), both current and historical											
3	Maintenance of authorization and care coordination information, both current and historical											
4	Maintenance of provider network and other information											
5	Maintenance of EPSDT (TennCare Kids)-specific information											
6	Maintenance of information related to enrollee health status and outcomes											
7	Maintenance of MCO financial data											

8	Maintenance of information related to member grievance (synonymous with "complaint").											
9	Maintenance of information related to member adverse benefit determination appeal.											
10	Maintenance of information related to Provider Complaints and Appeals. (for example, provider vs. MCO claims disputes as opposed to appeals filed by the provider on the member's behalf.)											
11	Maintenance of internal operations data, e.g., call center statistics and system availability											
12	Maintenance of information related to reported incidents that may have compromised patient safety											
13	Maintenance of data collected via satisfaction surveys											
14	Maintenance of information related to program integrity and compliance activities											
15	Generation of the reports stipulated in the Contract (see A.30)											

**INFORMATION SYSTEMS PROFILE: FORMAT**

System/Information Management Function:		APPLICATION AND DATABASE										
		Name of Application(s)	App. Version/Release Level	App. Mgt. Outsourced? (Yes/No)	If Yes, to Whom?	Dedicated to TennCare or Multi-Client?	If Multi-Client, Indicate Other Users	Listing of applicable security frameworks and standards (e.g., FedRamp, NIST, COBIT, ISO 27001)	Name of Database(s)	DB Version/Release Level	DB Mgt. Outsourced? (Yes or No)	If Yes, to Whom?
16	Processing of claims including electronic submission and, where applicable, automated and/or rules-based adjudication											
17	Processing of transactions between the MCO and its members and between the MCO and providers including but not limited to: provider applications for network participation; enrollee and/or provider inquiries, suggestions, complaints etc) - "workflow"											



INFORMATION SYSTEMS PROFILE: FORMAT								
OPERATING ENVIRONMENT								
System/Information Management Function:		Operating Hardware Vendor	Optg. Hardware Model/Series ID	Configuration Information – CPU, RAM, HD, Architecture (HA/RAID/hot failover/Etc.)	Operating System Vendor	Optg. System Model/Series ID	Optg. Env. Mgt. Outsourced? (Yes or No)	If Yes, to Whom?
1	Maintenance of member enrollment and other information, both current and historical							
2	Maintenance of claims information (and/or encounter information for providers with whom the MCO has a capitated arrangement), both current and historical							
3	Maintenance of authorization and care coordination information, both current and historical							
4	Maintenance of provider network and other information							
5	Maintenance of EPSDT (TennCare Kids)-specific information							
6	Maintenance of information related to enrollee health status and outcomes							
7	Maintenance of MCO financial data							
8	Maintenance of information related to member grievance (synonymous with "complaint").							
9	Maintenance of information related to member adverse benefit determination appeal.							

10	Maintenance of information related to Provider Complaints and Appeals. (for example, provider vs. MCO claims disputes as opposed to appeals filed by the provider on the member's behalf.)							
11	Maintenance of internal operations data, e.g., call center statistics and system availability							
12	Maintenance of information related to reported incidents that may have compromised patient safety							
13	Maintenance of data collected via satisfaction surveys							
14	Maintenance of information related to program integrity and compliance activities							
15	Generation of the reports stipulated in the contract							
16	Processing of claims including electronic submission and, where applicable, automated and/or rules-based adjudication							
17	Processing of transactions between the MCO and its members and between the MCO and providers including but not limited to: provider applications for network participation; enrollee and/or provider inquiries, suggestions, complaints etc) - "workflow"							

**INFORMATION SYSTEMS ORGANIZATION PROFILE (Question B.24)**

**RFP ATTACHMENT 6.8**

*\*Please complete this form using the Word version of this document provided in the Procurement Library*

Provide a profile of your Information Systems (IS) organization – i.e., in-house or outsourced IS personnel within your span of control – that includes a roster by job type/class of: number of in-house vs. outsourced IS staff, average years of experience in the IS field, average number of years working in your IS organization, and number of staff within the IS organization that will support the Proposer’s systems for the TennCare Agreement.

IS ORGANIZATIONAL PROFILE - PERSONNEL ROSTER TABLE EXAMPLE								
Job Class:	# In-House FTEs	Avg. Years of Experience in Field	Avg. Years in Org.		# Outsourced FTEs	Avg. Years of Experience in Field	Avg. Years in Org.	# FTEs (In-House and Outsourced) Supporting Systems for the TennCare Agreement
System Analysis								
Systems Programming <i>Including report writing</i>								
Network Administration								
Data Comm. Analysis/Engineering								
Job Control/Computer Operations								
Etc.								
<b>Totals</b>								

Job Class:	Notes/Comments <i>including allocation basis, if applicable</i>	Avg. # Hours per Year, Professional Development	Notes/Comments <i>including description of coursework/ training content, if applicable</i>	Turnover Rate (Annual Avg., Over the Last Three Years), %	Notes/Comments <i>including events/ circumstances that may explain certain levels of turnover</i>
Systems Analysis					
Systems Programming <i>Including report writing</i>					
Network Administration					
Data Comm. Analysis/Engineering					
Job Control/Computer Operations					
Etc.					
<b>Totals</b>					

**RFP ATTACHMENT 6.9****DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

The Attachment 6.9 – Definitions section is intended to provide definitions for terms and/or their respective acronyms as found within this RFP document. Definitions may include descriptive language and/or reference to Pro Forma language as found within RFP Attachment 6.5.

21<sup>st</sup> Century Cures Act – The 21<sup>st</sup> Century Cures Act (Public Law No. 114-255) is a federal law enacted in 2016 that established federal requirements for the use of electronic visit verification (EVV) systems for Medicaid-covered personal care services and home health services.

Allergist – A medical practitioner specializing in the diagnosis and treatment of allergies.

Arlington Class – The Comprehensive Aggregate Cap (CAC) Waiver (#0357.R04), formerly known as the Arlington Waiver, offers supports to individuals with intellectual disabilities who are former Members of the certified class in the United States vs. the State of Tennessee, et al. (Arlington Developmental Center), former Members of the certified class in the United States vs. the State of Tennessee, et al. (Clover Bottom Developmental Center), persons discharged from the Harold Jordan Center following a stay of at least 90 days, and individuals transitioned from the Statewide Waiver (#0128) upon its renewal on January 1, 2020, because they were identified by the state as receiving services in excess of the individual cost neutrality cap established for the Statewide Waiver.

Behavioral Health/Behavioral Health Services – Mental health and/or substance use disorder services.

Best Practice Network (BPN) – A network of organizations formed to serve children immediately upon entering State Custody.

Business Associate Agreement (BAA) – Business associate agreements form the backbone of an organization's compliance program(s) (e.g., HIPAA and HITECH). These agreements made between the agency and the Contractor are reasonably necessary to keep TennCare and the Contractor in compliance with HIPAA and HITECH and include clauses outlining the permissible and impermissible uses of Protected Health Information (PHI), each party's liabilities, consequences of failing to comply with stated requirements, and more.

Cardiologist – A doctor who specializes in the study or treatment of heart diseases and heart abnormalities.  
Center of Excellence (COE) for Children in or at Risk of State Custody – Tertiary care academic medicine center designated by the state as possessing, or being in a position to quickly develop, expertise in pediatrics, child behavioral health issues (including aggression, depression, attachment disorders and sexualized behaviors), and the unique health care needs of children in or at risk of State custody.

Children in Katie Beckett Part A – Part A of the Katie Beckett Program serves children with the most significant disabilities or complex medical needs.

Children's Health Insurance Program (CHIP) – The Children's Health Insurance Program (CHIP) is a state-federal partnership program that provides low-cost coverage with comprehensive benefits for uninsured children in families that earn too much money for children to qualify for Medicaid.

CHOICES At-Risk Demonstration Group – Individuals who are age sixty-five (65) and older and adults age twenty-one (21) and older with physical disabilities who (1) meet nursing home financial eligibility for TennCare-reimbursed long-term services and supports, (2) meet the nursing facility level of care in place on June 30, 2012, but not the nursing facility level of care criteria in place on July 1, 2012; and (3) in the absence of TENNCARE CHOICES HCBS available through CHOICES Group 3, are At Risk for Institutionalization as defined in TennCare Rules. The CHOICES At-Risk Demonstration Group is open only between July 1, 2012, through June 30, 2015. Individuals enrolled in the CHOICES At-Risk Demonstration

Group as of June 30, 2015, may continue to qualify in this group after June 30, 2015 so long as they (1) continue to meet Nursing Facility financial eligibility and the LOC criteria in place when they enrolled; and (2) remain continuously enrolled in the CHOICES At-Risk Demonstration Group and in CHOICES 3.

CHOICES Group (Group) – One of the three groups of TennCare enrollees who are enrolled in CHOICES. There are three CHOICES groups:

**Group 1**

Medicaid enrollees of all ages who are receiving Medicaid-reimbursed care in a nursing facility.

**Group 2**

Persons age sixty-five (65) and older and adults age twenty-one (21) and older with physical disabilities who meet the nursing facility level of care, who qualify for TennCare either as SSI recipients or as Members of the CHOICES 217-Like HCBS Group, and who need and are receiving CHOICES HCBS as an alternative to nursing facility care. The CHOICES 217-Like HCBS Group includes persons who could have been eligible under 42 CFR 435.217 had the state continued its 1915(c) HCBS waiver for elders and/or persons with physical disabilities. TENNCARE has the discretion to apply an enrollment target to this group, as described in TennCare rules and regulations.

**Group 3**

Persons age sixty-five (65) and older and adults age twenty-one (21) and older with physical disabilities who qualify for TennCare as SSI recipients, who do not meet the nursing facility level of care, but who, in the absence of CHOICES HCBS, are “at-risk” for nursing facility care, as defined by the State. TENNCARE has the discretion to apply an enrollment target to this group as described in TennCare rules and regulations.

**Interim Group 3 (open for new enrollment only between July 1, 2012, through June 30, 2015)**

Persons age sixty-five (65) and older and adults age twenty-one (21) and older with physical disabilities who qualify for TennCare as SSI eligibles or as Members of CHOICES At-Risk Demonstration Group and who meet the NF LOC criteria in place as of June 30, 2012. There is no enrollment target on Interim Group 3.

All requirements set forth in this Contract regarding Group 3 Members are applicable to Interim Group 3 Members, except as explicitly stated otherwise. Interim Group 3 Members are not subject to an enrollment target.

CHOICES Home and Community-Based Services (HCBS) – Services that are available only to eligible persons enrolled in CHOICES Group 2 or Group 3 as an alternative to long-term care institutional services in a nursing facility or to delay or prevent placement in a nursing facility. Only CHOICES HCBS are eligible for Consumer Direction. CHOICES HCBS do not include home health or private duty nursing services or any other HCBS that are covered by Tennessee’s Title XIX state plan or under the TennCare demonstration for all eligible enrollees, although such services are subject to estate recovery and shall be counted for purposes of determining whether a CHOICES Member’s needs can be safely met in the community within their individual cost neutrality cap.

Closed-Loop Referral System (CLRS) – CLRS will support TennCare’s Health Starts Initiative by increasing Member assessments, identifying Non-Medical Risk Factors, and referring Members to CBOs, while also expanding care coordination.

Continuing Education Units (CEUs) – One Continuing Education Unit (CEU) is defined as 10 contact hours (1 hour = 60 minutes) of participation in an organized continuing education experience under responsible sponsorship, capable direction, and qualified instruction.

Contractor Risk Agreement (CRA) – Contractor Risk Agreement (CRA) means the document delineating the terms of the agreement entered into by the Bureau of TennCare and the Managed Care Contractors.

Dermatologist – A medical practitioner specializing in the diagnosis and treatment of skin disorders.

Dual-eligible Special Needs Plans (D-SNP) – Dual eligible special needs plans (D-SNPs) are a type of Medicare Advantage plan designed to meet the specific needs of dually eligible beneficiaries.

Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Services – The Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefit provides comprehensive and preventive health care services for children and youth ages 20 and under including adults who are pregnant, who are enrolled in Medicaid.

Electronic Visit Verification (EVV) System – An electronic system that meets the minimum functionality requirements prescribed by TennCare which provider staff must use to check-in at the beginning and check-out at the end of each period of service delivery to monitor Member receipt of specified services including any home health and private duty nursing service, CHOICES, ECF CHOICES, and 1915(c) waiver HCBS and which may also be utilized for submission of claims. Any such system shall comply with the 21st Century Cures Act.

Employment and Community First (ECF CHOICES) – Employment and Community First CHOICES is for people of all ages who have an intellectual or developmental disability (I/DD).

Endocrinologist – A doctor who has special training in diagnosing and treating disorders of the endocrine system (the glands and organs that make hormones).

Episodes of Care (EoC) – An episode of care is a term for the services provided by a health care facility or provider to treat a specific medical problem, condition, or procedure.

External Quality Review Report – An External Quality Review (EQR) report is the analysis and evaluation by an External Quality Review Organization (EQRO) of aggregated information on quality, timeliness, and access to the health care services that a managed care plan, or its contractors, furnish to Medicaid beneficiaries.

Gastroenterologist – A medical practitioner specializing in the diagnosis and treatment of disorders of the gastrointestinal tract and related organs.

General Surgeon – General surgeons are doctors who specialize in surgical procedures.

Gynecologist – A gynecologist specializes in diagnosing and treating conditions of the female reproductive system.

Healthcare Effectiveness Data and Information Set (HEDIS) – The Healthcare Effectiveness Data and Information Set (HEDIS) is a widely used set of performance measures, developed and maintained by the National Committee for Quality Assurance.

Hematologist – A doctor who has special training in diagnosing and treating blood disorders.

High Utilization – High healthcare utilizers are a small group of patients who impose a disproportionately high burden on the healthcare system due to their elevated resource use, and often have unmet care needs or receive unnecessary care.

Home Health (HH) – Home health is medical care delivered in your home, usually by skilled professionals such as nurses, therapists, or aides.

Individuals with I/DD and Co-Occurring Behavioral Health Conditions or Behavior Support Needs – People with intellectual and developmental disabilities (IDD) who also have mental health conditions and behavioral support needs.

Intellectual or Developmental Disabilities (I/DD) – Intellectual or developmental disabilities, also called IDD or I/DD, are chronic conditions that affect cognitive function and/or adaptive behavior.

Licensed mental health specialist – A physician, licensed clinical psychologist, licensed professional counselor, licensed clinical social worker, licensed substance abuse treatment practitioner, licensed marriage and family therapist, or certified psychiatric clinical nurse specialist licensed by the state to engage in the practice of psychology or psychiatric nursing or to provide professional therapy or counseling services.

Long-Term Services and Supports (LTSS) – Services and supports provided under the CHOICES, ECF CHOICES, 1915(c) HCBS Waivers, PACE program, and to individuals in ICFs/IID, of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the beneficiary to live or work in the setting of their choice, which may include the individual's home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.

Managed Care Organization (MCO) – An HMO that participates in the TennCare program.

Managed Long-Term Services and Supports (MLTSS) - the delivery of long-term services and supports through Medicaid managed care programs.

MCO Risk Contract – An at-risk agreement with an entity certified by TDCI under applicable provisions of TCA Title 56, Chapter 32 that participates in the TennCare program under a capitated payment model providing medical, behavioral, and long-term care services in each region of the State.

Medicaid – Medicaid is a program that provides healthcare coverage to certain categories of people, primarily low-income children, low-income pregnant women, low-income parents or caretaker relatives of dependent children, and individuals who are elderly or who have a disability. Medicaid is jointly funded by states the federal government and is administered by states. TennCare is the state of Tennessee's Medicaid program.

Medicare Managed Care Manual – Refers to the most recent edition of chapter guidance published by CMS for the management of its Medical Assistance plans.

Medication Assisted Treatment (MAT) – Medication-Assisted Treatment (MAT) is the use of medications, in combination with counseling and other therapeutic techniques, to provide a “whole-patient” approach to the treatment of substance use disorders.

Member – A TennCare enrollee who enrolls in the Contractor's plan under the provisions of the Pro Forma Contract (Attachment 6.5).

Model of Care – A “Model of care” broadly defines the way health services are delivered.

NCQA Health Insurance Plan Rating Accreditation – NCQA Health Insurance Plan Accreditation is widely recognized as the stamp of approval for health plans and is built on flexible, yet rigorous, standards.

NCQA Health Insurance Plan Ratings – NCQA evaluates health plans to provide ratings based on the quality of care patients receive and how happy patients are with their care, and health plans' efforts to keep improving.

Nephrologist – A doctor who has special training in diagnosing and treating kidney disease.



Network Adequacy – Network adequacy is the ability of a health plan to provide reasonable access to enough in-network providers and services for its enrollees.

Neurologist – A medical specialist in the diagnosis and treatment of disorders of the nervous system.

Neurosurgeon – A surgeon specializing in surgery on the nervous system, especially the brain and spinal cord.

Non-Medical Risk Factors (NMRF) – Factors that fall outside the sphere of medical/health care, generally speaking, but that have been shown to affect health status and, in some cases, access to health services.

Nurse Practitioner – A nurse who is qualified to treat certain medical conditions without the direct supervision of a doctor.

Obstetrician – A physician or surgeon qualified to practice in obstetrics. Obstetrics (the OB) involves care during pre-conception, pregnancy, childbirth, and immediately after delivery

Operational Start Date – The date by which a Contractor begins operations to support TennCare and its enrollees.

Ophthalmologist – A specialist in the branch of medicine concerned with the study and treatment of disorders and diseases of the eye.

Opioid Use Disorder (OUD) – According to the DSM-5, opioid use disorder is defined as a problematic pattern of opioid use leading to clinically significant impairment or distress.

Orthopedist – An orthopedist (also spelled orthopedist) is a medical specialty focusing on injuries and diseases affecting your musculoskeletal system (bones, muscles, joints and soft tissues).

Otolaryngologist – Otolaryngologists are doctors who specialize in problems of the head and neck, especially the ears, nose, and throat.

Patient-Centered Medical Home (PCMH) – The patient- centered medical home or PCMH (sometimes referred to as medical home, or advanced primary care) is an innovation in health care delivery designed to improve patient experience, improve population health, and reduce the cost of care.

Per Member Per Month (PMPM) – PMPM is a fixed fee structure that is paid to the Contractor for the administration of services delivered. This fee is apart and in addition to any payments made to the Contractor for approved invoices as defined in the Contract.

Physician Assistant – Licensed clinicians who practice medicine in every specialty and setting.

Primary Care Provider (PCP) – A primary care physician or other licensed health practitioner practicing in accordance with state law who is responsible for providing preventive and primary health care to patients; for initiating referrals for specialist care; and for maintaining the continuity of patient care. A PCP may practice in various settings such as local health departments, FQHCs or community mental health agencies (CMHAs) provided that the PCP is willing and able to carry out all PCP responsibilities in accordance with this Contract.

Private Duty Nursing (PDN) – Private duty nursing is a home-based health service by nurses who may be licensed as RNs or LPNs/LVNs.

Psychiatrist – A medical practitioner specializing in the diagnosis and treatment of mental illness.

Quality Improvement in Long Term Services and Supports or QUILTSS – Quality Improvement in Long Term Services and Supports or QUILTSS is a value-based purchasing initiative, led by the Bureau of

TennCare, to promote the delivery of high-quality Long-Term Services and Supports (LTSS), focusing on the performance measures that are most important to people who receive LTSS and their families.

Quality Management/Quality Improvement (QM/QI) – The development and implementation of strategies to assess and improve the performance of a program or organization on a continuous basis. This includes the identification of key measures of performance, discovery and data collection processes, identification and remediation of issues, and systems improvement activities.

Quest Analytics Software – Quest Analytics Software, or Quest Enterprise Services™ (QES™) is a self-service SaaS platform that gives organizations the capability to analyze, manage and report on provider network adequacy and provider data accuracy across the organization and all lines of business.

Serious and Persistent Mental Illness (SPMI) – Severe persistent mental illnesses are those that are prolonged and recurrent, impair activities of daily living, and require long-term treatment. Common diagnoses include schizophrenia, bipolar disorder, and major depression.

Serious Emotional Disorder (SED) – Serious emotional disorder means a child or adolescent has a designated mental illness diagnosis according to the most current Diagnostic and Statistical Manual of Mental Disorders (DSM) AND has experienced functional limitations due to emotional disturbance over the past 12 months on a continuous or intermittent basis.

Social Security Act – The Social Security Act is the federal law under which Medicaid is authorized. Medicaid is governed by Title XIX of the Social Security Act.

SSI – Supplemental Security Income.

State Custody – State custody means that a child is in the custody of a state department, division, or agency, including secure care.

Substance Use Disorder (SUD) – According to DSM-5, a substance use disorder involves patterns of symptoms caused by using a substance that an individual continues taking despite its negative effects.

Super-utilizers – The Centers for Medicare and Medicaid Services (CMS) has defined super-utilizers as “patients who accumulate large numbers of emergency department (ED) visits and hospital admissions which might have been prevented by relatively inexpensive early interventions and primary care”.

Telehealth – The provision of healthcare remotely by means of telecommunications technology.

Tennessee Health Link (THL) – Tennessee Health Link is a program that incentivizes increased care coordination for TennCare Members with the highest behavioral health needs.

Urologist – A doctor who specializes in the study or treatment of the function and disorders of the urinary system.

**COMMENT AND QUESTION TEMPLATE**

**RFP ATTACHMENT 6.10**

*\*Please complete this form using the Excel version of this document provided in the Procurement Library*

**RFP # 31865-00637 Question and Comment**

1. List the potential respondent's company name, contact individual, phone number, and email address:

Company name	Name of Contact and Title	Phone number for Contact	Email address for Contact

2. Insert your written questions or comments using the table format below, adding as many additional numbered rows as needed.
  - a. Potential respondents can submit questions or comments on the RFP throughout the question and comment period but no later than the date and time indicated in the RFP Schedule of Events.

#	RFP SECTION (Number and Title)	RFP PAGE #	QUESTION / COMMENT
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

3. This attachment shall be submitted to the following person designated as the Solicitation Coordinator:

Matt Brimm, Director of Contracts  
 Department of Finance Administration  
 Division of TennCare  
 310 Great Circle Road  
 Nashville, TN 37072  
 615-687-5811  
 Matt.Brimm@tn.gov