



STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES
CITIZENS PLAZA BUILDING
400 DEADERICK STREET
NASHVILLE, TENNESSEE 37243

BILL HASLAM
GOVERNOR

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RAQUEL HATTER, MSW, Ed.D.
COMMISSIONER

www.state.tn.us/humanserv/

November 10, 2016

Ms. Krista Lee
Executive Director of Fiscal Review
Fiscal Review Committee
8th floor Rachel Jackson Building
Nashville, TN 37243

RE: Amendment Requests – RFS #34530-44315; #34530-44315; #34530-44315

Dear Ms. Lee:

The following information is provided in support of the subject Amendment Requests submitted by the Department of Human Services (“DHS”) for consideration and approval of the Fiscal Review Committee. DHS is seeking approval of Amendment Requests for the following contracts effective February 1, 2017:

Contract #43738 – Maximus Human Services, Inc.

Contract #43740 – East Tennessee State University

Contract #43739 – Workforce Essentials, Inc.

Background

Since 2014, DHS has recognized the need to link and align services for children and parents to bring greater and more sustainable outcomes for children, parents, and families. Through the Temporary Assistance for Needy Families (“TANF”) program, our goal is to empower the families that we serve by building their capacity and helping them to reach self-sustaining outcomes for their families. To assist in meeting this goal, DHS has adopted the Two-Generation Approach which has an intentional focus on both the children and their parents together. We believe that education, economic supports, health and well-being, and social capital are the core elements that create an intergenerational cycle of opportunity. The Two-Generation, or whole family, approach results in an enhanced focus on the income, educational attainment, and well-being of parents play a crucial role in outcomes for children. Moreover, services for children, such as high-quality child care, also help parents balance the demands of work and parenting by lessening their stress and supporting family well-being.

As of 2015, DHS began researching and exploring ways to better align its partnership practices with the Two-Generation Approach to ensure that the results focuses on building educational

success, economic security, and social capital for TANF/Families First parents and their child(ren) simultaneously to harness the family's full potential and put the whole family on a path to permanent economic security.

In April 2016, the Office of Administration for Children and Families (ACF) released an informational memorandum encouraging Temporary Assistance for Needy Families (TANF) agencies to strengthen program outcomes by developing two-generation approaches, which meet the needs of children and parents together. Acknowledging the importance of the two-generation dynamic, ACF included in its strategic plan a goal to "promote collaboration on two-generation approaches among state and tribal human services agencies, workforce agencies, educational institutions, and local organizations that achieve positive outcomes for both parents and their children." The Office of Family Assistance (OFA), which administers the TANF program within ACF, is strongly committed to this goal and believes that the adoption of two-generation approaches within TANF programs could foster more strategic use of TANF funds and improve family economic security and well-being.

DHS strongly believes that amending the current contracts for these services (for the final year of the contract term currently remaining) will allow a thorough evaluation of the services needed to generate the intended outcomes that are associated with the Two-Generation Approach. We will use the outcomes and performance metrics to influence how we contract with community partners going forward, beginning in January 2018. With a contract amendment, the next twelve (12) months will support DHS' efforts to:

- Identify ways in which DHS, through its collaborations with public and private partnerships across the State, can better support the adoption of these principles;
- Enhance our understanding of effective two-generation approaches and their impacts for children, parents, and families;
- Produce evidence based outcomes for those individuals we serve by effectively partnering with them through an intense wrap around case management approach;
- Track and monitor efforts and outcomes in order to develop a comprehensive long term RFP for the new contract cycle beginning January 2018; and
- Create better alignment with initiatives of the U.S. Department of Health and Human Services, Administration for Children and Families as they have recognized the importance of working to achieve positive outcomes for whole families and encourage TANF agencies to consider implementation of a Two-Generation Approach to serve children and parents together.

Justification

The Amendment Requests submitted, and the proposed contract amendments, outline DHS' expectations with regard to strengthening of TANF services and outcomes by developing Two-Generation Approaches to build economic stability. The core benefits and services of TANF-

basic assistance, work-related activities, and child care—are key services that support unemployed or underemployed parents with insufficient income and jobs skills and other barriers to employment. DHS’ focus, with regard to the TANF program, has always been one centered on educational success, economic supports, as well as, health and well-being for the citizens we serve. We believe that the proposed enhancements to the scope of services contained in the subject contracts will result an intended alignment with the Two-Generation philosophy.

Please note that states spent less than half of their TANF and Maintenance of Effort (MOE) funds on these activities in FY2014, with less than seven percent (7%) going to work-related activities and just over 16 percent going to child care.¹ Additionally, less than one-third of eligible families are currently receiving TANF cash assistance.² This enhancement of services to the existing contract is an opportunity for DHS to focus a larger proportion of TANF funding to promote the well-being of the whole family, specifically job preparation and skills training for parents and high quality early childhood services for children. Also, Tennessee will be joining other TANF agencies (such as Connecticut, Washington State, Utah, Oklahoma, and North Carolina) which have in recent years begun exploring and testing initiatives to implement a Two-Generation Approach that support the well-being and life chances of both children and parents.

Summary

The Department of Human services believes that the proposed contract amendments to provide TANF services that will be further strengthened through a Two-Generation Approach will leverage the State’s ability to identify, implement, and elevate effective two-generation programs, policies, and community solutions through research, training and development, and program alignment to improve child and adult outcomes by attending to the needs and capacity of both of them through collaborations that move children and their parents toward self-sustaining outcomes.

Please contact Tracy L. Bell at 615-313-6690 if you have further questions or need additional information.

Sincerely,



Tracy L. Bell
Chief Officer of Workforce Development, Employment, and Transformation

cc: Charles Bryson, Assistant Commissioner for Child Support and Family Assistance
Gena Lewis, Deputy Commissioner and General Counsel
Stephen Reksten, Director of Procurement

¹ Federal TANF and State MOE Expenditures Summary by ACF-196 Spending Category, FY 2014 <http://www.acf.hhs.gov/programs/ofa/resource/tanf-and-moe-spending-and-t...>

² U.S. Department of Health and Human Services, Administration for Children and Families, Office of Family Assistance, TANF Eleventh Report to Congress (2016), p. 20. Available at: <http://www.acf.hhs.gov/programs/ofa/resource/eleventh-report-to-congress>.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Tracy Bell	*Contact Phone:	615-313-6690
*Presenter's name(s):	Tracy Bell		
Edison Contract Number: <i>(if applicable)</i>	43738	RFS Number: <i>(if applicable)</i>	34530-44315
*Original or Proposed Contract Begin Date:	October 15, 2014	*Current or Proposed End Date:	December 31, 2017
Current Request Amendment Number: <i>(if applicable)</i>	One		
Proposed Amendment Effective Date: <i>(if applicable)</i>	February 1, 2017		
*Department Submitting:	Department of Human Services		
*Division:	Family Assistance		
*Date Submitted:	November 10, 2016		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>	Not Applicable		
*Contract Vendor Name:	Maximus Human Services, Inc.		
*Current or Proposed Maximum Liability:	\$60,413,652.12		
*Estimated Total Spend for Commodities:	Not Applicable		
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY: 2015	FY: 2016	FY: 2017	FY: 2018
\$ 9,826,992.36	\$ 20,129,831.04	\$ 20,625,836.36	\$ 20,625,836.36
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)			
FY: 2015	FY: 2016	FY: 2017	FY: 2018
\$ 4,915,233.35	\$ 9,402,255.70	\$ 0.00	\$ 0.00

Supplemental Documentation Required for
Fiscal Review Committee

<p>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</p>	<p>The current contract is reimbursed at a per client rate structured. This rate was negotiated based the projected caseload at the time of the RFQ process in 2014. Since this time, the service provider’s caseload has been reduced by 58%, which produced the surplus in funds. The surplus funds will be used to increase the per client rates by 35% to further support the federal and state focus to deliver TANF services with an enhanced focus on the Two Generational Approach. This increase will not exceed the current contract maximum liability. The additional surplus funds will be used by the Department to pilot other Two Generational Approach initiatives across the State to benefit low income families that we service transition to success and increase self-sufficiency.</p>
<p>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</p>	<p>Surplus funds have been carried forward due to declining caseloads. The carry forward funds are Federal dollars, as the State dollars are reverted back to the state if not spent each year. The authority for this provision is given by ACF: (42 USC 603(b) and 604(e); 45 CFR sections 263.11(b) and 265.3(c)).</p>
<p>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</p>	<p>N/A</p>

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$15,103,413.03	Federal:	\$45,310,239.09
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A		N/A	
Method of Original Award: <i>(if applicable)</i>		Request for Qualification (RFQ)	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		N/A	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		N/A	

Payments against Contract 43738 (Maximus Human Services, Inc.) Fiscal Years 2015 to Current

Unit	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year	Sum Merchandise Amt
34501	43738	28677	Maximus Human Services Inc	DFA	17522	159718	105280-03-04	6/12/2015	2015	\$1,197,143.49
34501	43738	28677	Maximus Human Services Inc	DFA	17210	157098	105280-02	5/5/2015	2015	\$1,201,762.72
34501	43738	28677	Maximus Human Services Inc	DFA	17278	157324	105280-03	5/5/2015	2015	\$1,243,133.05
34501	43738	28677	Maximus Human Services Inc	DFA	17208	156558	105280-03-01	5/4/2015	2015	\$1,273,194.09
FY 2015 Total:										\$4,915,233.35

34501	43738	28677	Maximus Human Services Inc	DFA	20139	175397	105280-03-13	3/15/2016	2016	\$813,866.17
34501	43738	28677	Maximus Human Services Inc	DFA	20584	178269	105280-03-14	5/20/2016	2016	\$817,920.59
34501	43738	28677	Maximus Human Services Inc	DFA	19926	173117	105280-03-12	2/12/2016	2016	\$827,862.92
34501	43738	28677	Maximus Human Services Inc	DFA	19695	171919	105280-03-11	1/15/2016	2016	\$857,070.44
34501	43738	28677	Maximus Human Services Inc	DFA	19390	170570	105280-03-10	12/15/2015	2016	\$949,928.91
34501	43738	28677	Maximus Human Services Inc	DFA	19018	169184	105280-03-09	11/17/2015	2016	\$1,004,584.00
34501	43738	28677	Maximus Human Services Inc	DFA	18755	168352	105280-03-08	10/30/2015	2016	\$1,013,737.48
34501	43738	28677	Maximus Human Services Inc	DFA	18233	165055	105280-03-03	9/4/2015	2016	\$1,016,423.49
34501	43738	28677	Maximus Human Services Inc	DFA	18590	166724	105280-03-07	10/6/2015	2016	\$1,034,902.33
34501	43738	28677	Maximus Human Services Inc	DFA	17869	161750	105280-03-05	8/24/2015	2016	\$1,065,929.37
FY 2015 Total:										\$9,402,225.70



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34530-44315	Edison ID	Contract # 43738	Amendment # One		
Contractor Legal Entity Name Maximus, Inc.				Edison Vendor ID 28677	
Amendment Purpose & Effect(s) Changes to Scope Section A and Funding					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			End Date: December 31, 2017		
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): -\$18,560,567.70					
Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	\$2,456,748.09	\$7,370,244.27	\$0.00	\$0.00	\$9,826,992.36
2016	\$5,032,457.76	\$15,097,373.28	\$0.00	\$0.00	\$20,129,831.04
2017	\$1,487,032.63	\$4,461,097.88	\$0.00	\$0.00	\$5,948,130.51
2018	\$1,487,032.63	\$4,461,097.88	\$0.00	\$0.00	\$5,948,130.51
					\$0.00
					\$0.00
TOTAL:	\$10,463,271.11	\$31,389,813.31	\$0.00	\$0.00	\$41,853,084.42
American Recovery and Reinvestment Act (ARRA) Funding:				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Winfield Shiers</i>			CPO USE		
Speed Code (optional)		Account Code (optional)			
HS00000352		70899000			

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED	
CHIEF PROCUREMENT OFFICER	DATE

Agency request tracking #	34530-44315 (Maximus Human Services, Inc. #43738)	
1. Procuring Agency	Department of Human Services	
2. Contractor	Maximus Human Services, Inc.	
3. Edison contract ID #	43838	
4. Proposed amendment #	One	
5. Contract's Effective Date		10/15/2014
6. Current end date		12/31/2017
7. Proposed end date		12/31/2017
8. Current Maximum Liability or Estimated Liability		\$60,413,652.12
9. Proposed Maximum Liability or Estimated Liability		\$41,853,084.42
10. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Explain why the proposed amendment is needed		
<p>The Department of Human Services (DHS) is implementing a 21st Century Human Services Service Delivery model, the Two Generational Approach, to strengthen public and private partnerships. This Approach is designed to reduce the dependency of families while utilizing the Temporary Assistance for Needy Families (TANF) Program to empower families and help them reach self-sustaining outcomes. The Two-Generational Approach has an intentional focus on the success of both the children and their parents together. The Two Generational Approach places an emphasis on education, economic supports, health and well-being, and social capital. These core components create an intergenerational cycle of opportunity to help move the family toward economic security.</p>		

Agency request tracking #	34530-44315 (Maximus Human Services, Inc. #43738)
<p>In order to implement the Department of Human Services' service delivery model, the Department requests an amendment to contract 43738 to enhance services currently provided. The Department's goal is to develop a foundational framework, where all service deliverables, practices, and results are focused on building educational success, economic security, and social capital for TANF/Families First parents and their child(ren) simultaneously to harness the family's full potential and put the whole family on a path toward permanent economic security.</p> <p>By this amendment, the department will be able to leverage the current contractor's experience to pilot the new service delivery model and define services required for subsequent issuance of Request for Proposals following expiration of the current contact term.</p>	
<p>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</p> <p>The proposed amendment would provide an opportunity for the Department to implement and evaluate the Two-Generation Approach with existing contractors which provide Employment and Case Management services. The existing contract was awarded pursuant to a competitive Request for Qualifications issued in 2014. The estimated cost of the proposed amendment for the one (1) year remaining on the contract are based on a combination of the current rates under contract 43738, plus additional cost for services to enhance current services which the Department has determined are reasonable.</p> <p>The Department needs to implement the new delivery model as soon as possible. There is no indication that a competitive procurement at the current time would result in any appreciable cost savings to the state, and continuation of the current contract will allow the Department to evaluate the impact of the enhanced services.</p>	
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p style="text-align: center;"><i>Reguel Hatter (7/15)</i></p>	

**AMENDMENT ONE
OF CONTRACT 43738**

This Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Maximus Human Services, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

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

A. SCOPE:

- A.1. 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.2. The Tennessee Department of Human Services (the "Department") is committed to addressing poverty and creating cycles of success.

The Two-Generation Approach requires intentional focus on the success of the children and adults in their lives simultaneously and places the family on a better path towards economic security when the needs of the family are addressed holistically. This approach includes an emphasis on education, economic supports, health and well-being, and social capital. This goal shall be achieved in the context of assisting individuals and families eligible for Families First/Temporary Assistance for Needy Families (TANF) ("Clients") in meeting program participation requirements.

Additional information regarding the Department's approach and strategy is available at the following link: <Http://www.tn.gov/humanservices/topic/2gen-approach>

TWO-GENERATIONAL APPROACH TO ENGAGEMENT

- A.3. The Contractor shall provide Employment and Case Management Services ("ECMS") with a focus on empowering families eligible for Families First/Temporary Assistance for Needy Families (TANF) on a course to achieve economic stability through a Two-Generation Approach. Based on the four (4) core component activities of the Two-Generation Approach (i.e. education, economic supports, health and well-being, and social capital), the Contractor shall:

Education

- a. Promote access to early childhood programs for children ages birth to five (5) years by sponsoring an annual open enrollment event with local service providers and assisting parents with the enrollment process, if needed; and
- b. Provide the parent(s) information regarding local educational programs, e.g. location of programs, application processes, and enrollment deadlines, as to how to achieve a high school diploma, an adult education certificate, a technical skills certificate, and/or a post-secondary education degree to increase their employability and achieve sustainable employment by:

1. Hosting bi-annual educational fairs to increase awareness and enrollment in Adult Education programs, "Drive to 55" programs, and to offer assistance with financial aid applications through workshops;
 2. Partnering with local or neighboring organizations that offer after school, spring/fall break programs, and summer school programs to low-income families to provide parent(s) additional resources to help them balance their education, work, and family; and
 3. Partnering with local or neighboring organizations and educational institutions to provide tutoring services to the parent(s) participating in a High School Equivalence Program (HISET) program, technical training program, and/or postsecondary education program.
- c. Engage Clients through face-to-face contact at least monthly to discuss and assess the educational progress of the child(ren) and the parent(s) (if applicable) in order to identify challenges and connect the family to appropriate services (i.e. tutoring, imagination library, study groups, individual or family coaching, mentoring, after school programs, psychoeducational assessment, Family Focused Solutions (FFS), etc.).

In delivering services, Contractor shall take into consideration the available time of each Client to avoid creating a hardship. As a final alternative for Clients unable to attend their monthly face-to-face meeting due to work/school schedule or childcare issues—after making at least two (2) attempts to engage the Client to schedule the appointment, the Contractor shall:

1. Document all attempts to schedule and engage the Client for the meeting in the State's System of Record, Automated Client Certification and Eligibility Network for Tennessee (ACCENT);
 2. With supervisor's written approval, the Contractor staff person shall offer flexible meeting times to accommodate the Client's schedule and document any modifications made/offered to meet with the Client; and
 3. With supervisor's written approval and the Client's verbal consent, the Contractor staff person shall conduct the meeting via telephone and document reason(s) for conducting the meeting in this manner in ACCENT.
- d. Document the educational progress of the child and the parent(s), barriers identified, resources to address barriers, and outcome(s) of the resource referral on Family Empowerment Plan.

Economic Supports

- e. Improve the economic self-sufficiency of the family, while receiving temporary assistance through Families First/TANF, by helping the parent(s) obtain employment in high demand fields and access the resources necessary to achieve financial independence by:
1. Accessing and utilizing the Labor Market Information (LMI) from the Tennessee Department of Labor and Workforce Development early in

- the service delivery process to assist Clients with creating a career path and goals based on industry needs in their local area;
2. Attending quarterly meetings with local employers and local or neighboring workforce development agencies/career centers to promote career pathways and to ensure sound employment matches for Clients;
 3. Working with local or neighboring workforce development agencies/career centers where available to co-enroll Clients to maximize training opportunities with career pathways and sector based training, increase job development and employment placements, and explore opportunities for on-the-job training through Community Services and Work Experience sites;
 4. Referring Clients to local or neighboring community agencies that offer free financial management classes, assistance with income tax preparation, and basic banking knowledge; and
 5. Referring Clients ages seventeen through twenty-four (17-24) that are assigned to the Contractor to the local or neighboring workforce development agencies/career centers for services.
- f. Utilize LMI data to identify and develop at least two (2) community and business partnerships per district each quarter, or as needed, including education cooperatives, to provide educational and training services to Clients to obtain the specific skills that support the workforce demand;
- g. Provide biannual trainings to Contractor staff to assist them with developing job coaching skills as they address issues that inhibit the Client's ability to keep his/her job, mediating between employers and Clients when appropriate, and helping Clients remove emerging barriers to work. Proposed retention efforts include, but are not limited to, onsite job visits, conflict resolution, employment counseling and mentoring, and barrier mitigation;
- h. Engage Clients through face-to-face contact, at least on a monthly basis, to discuss and assess the economic progress of the parent(s) (if applicable) in order to identify challenges and connect the family to appropriate services (i.e. career centers, career/ employment fairs, employment trainings, employment leads/opportunities to increase wage earnings, work experience and community service placements, Family Focused Solutions (FFS), etc.).

In delivering services, Contractor shall take into consideration the available time of each Client to avoid creating a hardship. As a final alternative for Clients unable to attend their monthly face-to-face meeting due to work/school schedule or childcare issues—after making at least two (2) attempts to engage the Client to schedule the appointment, the Contractor shall:

1. Document all attempts to schedule and engage the Client for the meeting in the State's System of Record, Automated Client Certification and Eligibility Network for Tennessee (ACCENT);
2. With supervisor's written approval, the Contractor staff person shall offer flexible meeting times to accommodate the Client's schedule and document any modifications made/offered to meet with the Client; and

3. With supervisor's written approval and the Client's verbal consent, the Contractor staff person shall conduct the meeting via telephone and document reason(s) for conducting the meeting in this manner in ACCENT.
- i. Document the economic progress of the parent(s), any barriers identified, resources to address barriers, and outcome(s) of the resource referral on Family Empowerment Plan.

Health and Well-Being

- j. Improve the health and well-being of families by:
 1. Hosting family health initiatives, at least twice a year, to increase awareness and how to gain access to healthcare, physical and mental health early screenings and interventions (e.g. mental health screenings and services, children behavioral assessments), and dental care to ensure the health and well-being of the child(ren) and the parent(s);
 2. Partnering with other local or state programs (i.e. Supplemental Nutrition Assistance Program (SNAP), UT-Extension Program, etc.) to have on-site demonstrations to promote healthy living/lifestyle at least twice a year;
 3. Utilizing social media and other communication outlets to promote and inform Clients of community health fair events each quarter;
 4. Identifying and referring families to community school based health centers to increase children's access to primary health, mental health and dental care, while reducing barriers to treatment, including: parenting skills training, transportation, parents needing to take time off of work for appointments, stigma, and childcare; and
 5. Providing and coordinating empowerment training and executive functioning skills training at quarterly onsite and/or offsite group sessions to improve overall health and well-being of family.
- k. Engage Clients through face-to-face contact, at least on a monthly basis, to discuss the health and well-being of the child(ren) and the parent(s) in order to identify challenges and connect the family to appropriate services (i.e. immunizations, Women, Infants and Children (WIC), public health center, Family Focused Solutions (FFS), community mental health services, individual or family counseling, parenting classes, etc.).

In delivering services, Contractor shall take into consideration the available time of each Client time to avoid creating a hardship. As a final alternative for Clients unable to attend their monthly face-to-face meeting due to work/school schedule or childcare issues—after making at least two (2) attempts to engage the Client to schedule the appointment, the Contractor shall:

1. Document all attempts to schedule and engage the Client for the meeting in the State's System of Record, Automated Client Certification and Eligibility Network for Tennessee (ACCENT);

2. With supervisor's written approval, the Contractor staff person shall offer flexible meeting times to accommodate the Client's schedule and document any modifications made/offered to meet with the Client; and
 3. With supervisor's written approval and the Client's verbal consent, the Contractor staff person shall conduct the meeting via telephone and document reason(s) for conducting the meeting in this manner in ACCENT.
- I. Document the health and well-being progress of the child(ren) and the parent(s), any barriers identified, resources to address barriers, and outcome(s) of the resource referral on Family Empowerment Plan.

Social Capital

- m. Improve involvement and support to the entire family network (i.e. birth father/mother, surrogate parent, extended family members, community and faith-based agencies, schools, etc.) by:
1. Hosting quarterly onsite and/or offsite group sessions (i.e. parent support groups, playgroups, parent discussion groups, parent café) to engage Clients and a family activity event at least twice a year, to form support networks within each Contractor's location to assist in building high quality relationships;
 2. Promoting and connecting children and youth to local or school-based mentor groups, activities, and programs to provide strong role models and unique life experiences at the initial orientation meeting and/or as the child's needs changes or barriers (i.e. school attendance, long-term illness, school grades, behavioral issues) are identified; and
 3. Conducting "Family Meetings" that include parents, children, other family support members (i.e. extended family, friends), and other service providers that are engaged with the family to address barriers through strength-based solutions; and
- n. Improve the use of community resources by identifying and developing two (2) partnerships per district each quarter, or as needed, to connect families to local or neighboring programs and services that offer tailored pathways to success based on each individual family and their needs.
- o. Engage parent(s) through face-to-face contact, at least on a monthly basis, to discuss the social supports and networks of the child(ren) and the parent(s) in order to identify challenges and connect the family to appropriate services.

In delivering services, Contractor shall take into consideration the available time of each Client to avoid creating a hardship. As a final alternative for Clients unable to attend their monthly face-to-face meeting due to work/school schedule or childcare issues—after making at least two (2) attempts to engage the Client to schedule the appointment, the Contractor shall:

1. Document all attempts to schedule and engage the Client for the meeting in the State's System of Record, Automated Client Certification and Eligibility Network for Tennessee (ACCENT);
 2. With supervisor's written approval, the Contractor staff person shall offer flexible meeting times to accommodate the Client's schedule and document any modifications made/offered to meet with the Client; and
 3. With supervisor's written approval and the Client's verbal consent, the Contractor staff person shall conduct the meeting via telephone and document reason(s) for conducting the meeting in this manner in ACCENT.
- p. Document the social capital progress of the child(ren) and the parent(s), barriers identified, resources to address barriers, and outcome(s) of the resource referral on Family Empowerment Plan.

FEDERAL AND STATE FAMILIES FIRST/TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) WORK REQUIREMENTS

A.4. The Contractor shall provide employment and case management services to help families achieve economic stability through quality learning for the child, develop pathways to education and employment for the parent, and related support services. The Contractor shall ensure that families are progressing, regardless of the Client's tier assignment, through the Families First/TANF program using a Two-Generation Approach. The Contractor shall utilize resources to work with all Clients. The Client shall be assigned to a specific tier by the State prior to being referred to the Contractor. The tiers assignments are defined as follows:

Tier Assignment	Tier Description	Potential Barriers
Tier One (1)	Clients who are unemployed and have significant barriers to employment at the time of referral.	Barriers may include, but are not limited to, lack of employment experience, learning disabilities, a criminal record, substance abuse, limited English proficiency, mental health disorders, domestic violence, and limited access to childcare and transportation resources (i.e. rural areas with limited transportation services, limited or no after-hours childcare services, no childcare available within residing county).
Tier Two (2)	Clients who are employed part-time less than thirty (30) hours per week and/or have work experience within the last six (6) months at the time of referral. Clients are considered work-ready and at a minimum have attained a high school diploma/GED.	Barriers may include, but are not limited to, limited access to childcare and transportation resources (i.e. rural areas with limited transportation services, limited or no after-hours childcare services, no childcare available within residing county).
Tier Three (3)	Clients who are employed thirty (30) or more hours per week and are receiving Families First/TANF benefits.	Barriers may include, but are not limited to, limited access to childcare and transportation resources (i.e. rural areas with limited transportation services, limited or no after-hours childcare services, no childcare available within residing county).

A.5. The Contractor shall ensure that Clients are engaged in core and/or non-core work component activities of at least thirty (30) hours per week, developed in partnership with the Client, in accordance with the state and federal guidelines specified in Exhibit One (1) of this contract.

- a. Twenty (20) of the total thirty (30) activity hours shall be in core activities, with the balance to include core or non-core activity hours or any combination thereof.
- b. Non-core hours may count toward ten (10) of the required thirty (30) hours per week.

An exception to the number of hours required for participation may be approved at the sole discretion of the State based on the circumstances of each Client.

- A.6. The Contractor shall initiate contact with the Client and schedule orientation within five (5) business days from the date the referral was transmitted by the State to the Contractor via the Automated Client Certification and Eligibility Network for Tennessee (ACCENT), which is the State's System of Record. The initial contact shall occur in writing and shall inform the Client of the following: Client's orientation date and time, which the Contractor shall schedule within ten (10) business days from the date of the referral, the Contractor's office address, hours of operation, and telephone number.
- A.7. If the Client fails to respond to the initial engagement letter for the scheduled appointment or did not attend the scheduled appointment, the Contractor shall:
 - a. Attempt to re-engage the Client to reschedule their appointment;
 - b. Attempt to contact the Client on a weekly basis at different days and at different times;
 - c. Make at least two (2) attempts to initially engage the Client; however, the initial engagement period should not exceed four (4) weeks;
 - d. Partner with the assigned Department's Customer Representative for assistance in making contact with the Client;
 - e. Document all contact attempts to include to fully engage the Client, as they occur, in the State's System of Record and place copies of any written communication in the Client's case file.
 - f. End the 701 activity code, after documentation has been completed in the State's System of Record; and
 - g. Refer the Client to the State for good cause determination and possible sanctions if the Client fails to attend the initial scheduled appointment after the contact attempts.
- A.8. If the Client attends the orientation as scheduled, the Contractor shall provide the Client with a form acknowledging the Client's understanding of the Contractor's program goals, which the Client shall sign as part of the orientation process.

Assessments and Family Empowerment Plans (FEPs)

- A.9. The Contractor shall assess each Client referred, using assessment tools approved in writing by the State, to identify characteristics that will guide the Client in the development of short and long-term goals for transitioning the Client into part-time or full-time employment, which prepares the Client to enter into a successful career path that leads to economic stability. The required assessments include:

- a. The career assessment is based on the Client's needs, wishes, interests, and skills in relation to current/future availability of specific employment opportunities and needs; and
 - b. The barrier(s) assessment is designed to identify the presence of a wide variety of challenges and potential work barriers of the Client. The tool shall also help to identify the presence of certain barriers, which have not been well-identified through less formal and/or less structured assessment protocols. Those barriers may include, but are not limited to, lack of employment experience, learning disabilities, a criminal record, substance abuse, limited English proficiency, mental health disorders, children's health and/or children's behavioral disorders (i.e. coping with child's chronic illness/impairment, school progress, truancy, substance abuse, issues), and/or domestic violence.
- A.10. The Contractor shall partner with the Client to develop a Family Empowerment Plan (FEP). The FEP is a family-centered, strengths-based plan that focuses on the family's progress from a Two-Generational Approach throughout the case to ensure services are tailored to best address the family's strengths and needs. The plan acts as a bridge from the assessments to the actual delivery of support services.

The Contractor and Client shall complete the FEP, career assessment, barriers assessment, and the assignment of work activity components within fourteen (14) days from date of initial orientation. The Contractor shall reassess the Client's career and barrier areas every six (6) months thereafter.

- A.11. The Contractor shall review the assessment and have an in-depth discussion with each Client about the results of their assessments, the types of employment and/or work activities that the Client shall participate in based on the labor market information, address any adult education or learning opportunities offered through the "Drive to 55" Initiative, and any input from the State Customer Representatives to develop the FEP. All discussions and contact with Client shall be documented, in writing, in the Client's case file and in the State's System of Record as the discussion and contact occur.
- A.12. The Contractor shall ensure that each activity assignment on the Client's FEP is aligned with the Client's career path and education goal(s). Where the activity is not aligned with the Client's career path, education goal(s), and/or skill level based on the labor market needs, the Contractor shall work with the Client to establish alignment between the activity and the Client's career goals and/or identify other activities that will improve the Client's employment and/or education opportunities.
- A.13. The Contractor shall meet with the Client at least once every three (3) months to review the FEP. The Contractor shall amend the Client's FEP, before the quarterly review period, if any changes occur in the Client's circumstances. The Contractor and the Client shall sign and date the FEP each time a change is made to a Client's FEP. A copy of the updated FEP shall be provided to the Client and be maintained in the Client's case file. The Contractor shall also document in writing the update of the FEP in the State's System of Record.

Transportation and Support Services

- A.14. Transportation and Support Services assistance is an essential part of successful engagement to support Families First/TANF Clients in the elimination of barriers to enable them to work or participate in other required work activity components such as education or training and to address family stability.

- a. The Contractor shall make transportation assistance and support services available to Clients to foster educational success and workforce readiness.
 - b. The Contractor shall discuss with each Client their transportation and support services' barriers and needs during the assessment and FEP development periods, as well as, during bi-weekly or monthly contacts.
- A.15. The Contractor is not required to provide transportation assistance when a Client is not attending a required activity or does not provide sufficient support documentation in a timely manner. The Client must be provided transportation services for those days when they are attending. A lack of transportation should not be the reason the Client is unable to attend a scheduled work activity component(s) and/or employment.
- a. The Contractor shall determine the Client's need for support services and/or transportation assistance based on the Client's barriers; not their work activity assignment, employment status, wages/earnings, and/or commuting distance.
 - b. The Client shall not be expected to supply additional documentation in order to be eligible for transportation services.
 - c. The Client's transportation reimbursement is based on weekly participation in their assigned activity. The Client shall not be denied transportation assistance due to partial participation as a result of illness, family emergency, etc. The Contractor shall establish reasonable deadlines for Clients, not in conciliation, to provide support documentation in a timely manner (not to exceed two (2) weeks) if there are extenuating circumstances (i.e. illness, family emergency, work/schedule, etc.).
- A.16. The Contractor shall offer transportation assistance in the form of check payable to the Client, bus cards, or gas cards based on the Client's preferred method of reimbursement. The Contractor shall also utilize taxi and van services as forms of transportation for the Client, if needed. The Contractor shall be liable for all transportation service payments.
- A.17. Transportation assistance in the form of a gas card or check reimbursement shall be offered at a minimum of three dollars (\$3) per day when the Client elects to provide his/her own transportation.
- a. The State reserves the right to adjust the transportation assistance rates if there's an increase or decrease in fuel prices for more than ninety (90) days.
 - b. The Contractor must make adjustments to transportation assistance rates imposed by the State within ten (10) business days of written notice from the State.
- A.18. The Contractor shall provide support services to the Client to assist in overcoming barriers to achieve their short- and long-term goals, including employment and/or educational goals. The Contractor shall, upon notification from the Department's Client Representative, provide support services that will appropriately assist the Client in removing barriers. In the event the State is unaware of a Client's need for transportation assistance and/or support service(s) to overcome an immediate barrier, the Contractor shall provide the service(s) without seeking prior approval from the State.
- A.19. The Contractor shall not provide support services for any dental, mental health and/or medical services covered by TennCare, Medicare, and/or other medical insurances. The

Contractor shall work in collaboration with the Department's Client Representative to confirm that there are no other available resources for payment such as TennCare or other health/dental insurance.

- A.20. The Contractor shall document the provision of transportation assistance and/or support services to the Client in the State's System of Record and the Client's case file within five (5) business days.

Contractor will provide transportation assistance and support services in accordance with the following table:

Type of Support Services	Limitations	Support Information Needed
<p>Vehicle Repair Services: Replacement of parts such as starters, batteries, belts, brakes, tires, repairs after documentation of emissions test failure is provided, front windshield, and/or a rear bumper.</p>	<p>Maximum issuance \$1200/ Client for this specific services within 12 calendar month period. Cost of repairs cannot exceed the total value of the vehicle.</p>	<p>Documentation needed to process the request: Client's car registration, valid driver's license, and proof of liability insurance (at a minimum, to verify that the Client owns the vehicle and it is insured prior to assistance). Reimbursements for vehicle repairs are to be made directly to the Vendor.</p>
<p>Dental Services: Tooth extractions, bridges (fixed or removable) only if they are less costly than partials or complete dentures, full and partial dentures; and/or amalgam restorations (i.e. crowns, fillings, etc.).</p>	<p>Maximum issuance \$1200/ Client for this specific services within 12 calendar month period.</p>	<p>Verification that services are not covered by TennCare, Medicaid and/or other medical insurances.</p>
<p>Optical Services: Typical services may include glasses or contact lenses.</p>	<p>Maximum issuance \$400/ Client for this specific services within 12 calendar month period. No other available resources for payment such as civic clubs (i.e. Lion's Club Eye Bank). Optical assistance shall be authorized when a new or change in prescription and/or if glasses or contact lens are lost or damaged.</p>	<p>Verification that services are not covered by TennCare, Medicaid and/or other medical insurances.</p>
<p>*Additional Support Services: Other services shall include without limitation: uniforms, interview clothing, specialized tools for training program, licenses and/or certification testing fees, vehicle repairs, medical services (i.e. hearing aid), and counseling to address barriers to employment and/or educational goals.</p>	<p>No amount limitations. Based on actual cost of services rendered.</p>	<p>Verification that services are not covered by TennCare, Medicaid and/or other medical insurances. Information from school/ employer listings needs to perform tasks/ assignments.</p>

Milestone Incentive Payments

- A.21. The Contractor shall make incentive payments to Clients who meet and/or complete educational and/or employment related milestones.

A.22. The Contractor shall issue incentive payments to the Clients in the form of a check payable to the Client, Visa/Master card gift card, or a gift card to a supercenter or discount store (such as Walmart, Target, etc.) as set forth in the following table:

Types of Incentives	Milestones	Incentive Amount
Customers who have received a GED or High School Equivalency Diploma within twelve (12) months of enrollment in an adult education program.	Customer meets this milestone while receiving services from the Contractor within the contract year.	\$300.00
Customers who have completed postsecondary program and received a certification/degree.	Customer meets this milestone while receiving services from the Contractor within the contract year.	\$350.00
Customers who have received a postsecondary certification or degree and obtain full-time employment related to their field of study or professional career path within three (3) months of completion.	Customer meets this milestone while receiving services from the Contractor within the contract year.	\$200.00
Customers who have retained full-time employment (30 hours or more) with the same or new employer for 12 months.	Customer meets this milestone while receiving services from the Contractor within the contract year.	\$300.00
Customers who have obtained full-time employment (30 hours or more) and earned income (increase in wages or hours) that closes the TANF case.	Customer meets this milestone while receiving services from the Contractor within the contract year. One-time Payment for TANF Lifetime	\$500.00

A.23. The State shall reimburse the Contractor for all allowable incentive payments made to Clients for whom the Contractor can provide support documentation, with the monthly invoice, from the educational institution, employer (i.e. paystub), employment verification form, self-employment calendar, or third party employment verification agency (i.e. WorkNumber) that the Client achieved the incentive milestone while receiving services from the Contractor within the contract year.

Case File Maintenance and Documentation Requirements

A.24. The Contractor shall develop and maintain a process for monitoring each Client's case file to ensure accurate and current written documentation is contained in each file. The Contractor shall keep detailed, complete and accurate secure paper-based case files or an electronic case file system that contain written documentation all services, contacts, and interactions that the Contractor has with each Client. The case file shall include:

- a. Assessment documents (i.e. career, barrier, etc.) that are dated and signed by the Client and Contractor staff person;
- b. State referral form and/or intake form indicating the Client's date of referral;
- c. Family Empowerment Plan (FEP), which contains the Two-Generational components, is dated and signed by the Client and Contractor staff person and any amendments;
- d. Current work activities assigned and planned hours for each activity (i.e. FEP, agency intake form);

- e. Documentation that Fair Labor Standards Act (FLSA) requirements have been met, if applicable;
- f. Documentation of the Client's weekly work activity(ies) participation hours (i.e. activity logs/timesheets);
- g. Documentation of advance notification to the Client in regard to work activity assignment, work activity location, and weekly schedule;
- h. Documentation of current employment (i.e. work verification form, self-employment calendar, paychecks that coincide with Client's pay period, stipend receipts, employment verification form third party employment verification agency (i.e. the WorkNumber);
- i. Progress notes from education/training programs, community service, and/or work experience sites;
- j. Attendance records (i.e. missed hours form, timesheets, excused absences verification (i.e. court appointment, medical/mental health/dental appointment, funeral, etc.) ; AEPAM screen that are printed within two (2) weeks of the week being recorded/ reported for excused or unexcused absences);
- k. Official written documentation to verify enrollment in an organized or accredited vocational/education training program and updated as course or schedule changes occur (i.e. dated and signed letter from the educational institution that includes program of study; course titles, days, and hours; course schedule);
- l. Issuance of incentive payment notice/letter and support documentation to validate the Client met the specific milestone to receive the incentive;
- m. Issuance of transportation and/or support services including amounts, dates of service, and date of issuance;
- n. Letters of contact and attempts to engage the Client;
- o. Notices of non-compliance with program requirements and any attempts to engage the Client; and
- p. Conciliation letters.

Employment Documentation

- A.25. For Clients employed less than one (1) month: The Contractor shall maintain a written employer statement in the Client's case file to include all pertinent Client and company information to include the following: Client's personal information full name, address, and contact number; date of hire; title of position; total hours worked weekly; rate of pay; pay frequency; and the employer's information consisting of: the company name, address, contact number, title of person completing form and their signature and date completed.
- A.26. For Clients employed one (1) month or more: The Contractor shall maintain paper copies in the Client's case file to include at least two (2) paystub(s) or payroll data system print outs that are no more than two (2) weeks old and contain all pertinent Client and company information to include the following: Client's full name; start and end dates per

pay period; total hours worked per pay period; hourly wage; gross wage amount; net wage amount; and employer's information to include company name, address, contact number, title of person completing form, their signature and date completed. The Contractor shall obtain updated pay stubs/pay roll data documents during the weekly, bi-weekly, or monthly contact with the Client.

- A.27. For self-employed Clients who are employed less than one (1) month: The Client shall provide a completed self-employment calendar in a format and content as established by the State that details the amount earned for each day worked.
- A.28. For self-employed Clients who are employed for one (1) month or more: The Client shall provide the Contractor two (2) months of completed self-employment calendars. If a Client has been self-employed more than sixty (60) days, the Client shall provide two (2) months of completed self-employment calendars (current month of application or review month and the previous month) or the 1099 form for the previous tax year, or the 1040 income tax form and income documentation submitted for the current year or previous year.
- A.29. The State shall not accept the following as employment verification for any Client's employment status: Client's statement of employment without supporting documentation; printed screens from State System of Record or other data management systems; incomplete employer statements; incomplete self-employment calendars or self-employment calendars where Clients earn less than minimum wage; and pay stubs that are older than the period specified in Section A.26 or separation notices that do not contain the Client's employment start and end date, weekly hours, and wages.
- A.30. The Contractor shall report any changes in a Client's employment status to the State as soon as they become known to the Contractor. The Contractor shall provide the Client's employer's name, employment hours, rate of pay, and any other changes in status regarding work activities as soon as they become known to the Contractor.

Countable Hours and Timesheet/Attendance Logs Documentation

- A.31. The Contractor shall verify Client's participation hours in all assigned job search/job readiness, educational, vocational training, employment training, work experience, and community services work activity components and approve documentation from the Client to support actual hours of participation. The Contractor shall review the Client's progress, compliance, and work activity components with time limit restrictions to ensure that the Client's work activity assignment does not exceed the specified time limits in accordance with guidelines specified in Exhibit One (1).
 - a. The Client's timesheet/attendance log shall contain actual hours, excluding time for lunch or breaks, spent:
 - 1. Conducting job search or job training activities;
 - 2. Performing work experience and/or community service activities at approved sites;
 - 3. Participating in educational/vocational training class(es) on scheduled days;
 - 4. Performing clinical requirements as required by the approved programs;

5. Completing lab work as required by the approved programs;
 6. Attending practicum/internship hours as required by the approved programs; and/or
 7. Completing study time.
 - i. One (1) hour shall be acquired for study time for each actual hour spent in class for participation in clinical requirements and/or lab work.
 - ii. Study hours are tied to the actual number of class hours and cannot be counted when class is not in session. When a Client is not in class, the Contract shall assign the Client to an alternate activity until the class schedule resumes or a new class schedule begins.
 - iii. If the instructor is available during any scheduled school break and agrees in writing to oversee the Client's study time, the study hours can be counted in addition to the assigned primary activity hours.
 - iv. All study hours shall be reported on the Client's timesheet/attendance log for every day of every week in each month.
- b. The Client shall report actual work activity hours on their timesheet/attendance log for every day of every week in each month. Holidays, unexcused absences, and excused absences, as determined by policy, shall be documented as well on the timesheet/ attendance log. Written documentation to support an excused absence shall be maintained by the Contractor in the Client's case file.
1. The Contractor shall follow State's Holiday policy to the extent possible under the federal guidelines for Clients assigned to the Work Experience, Community Service, Job Search/Job Readiness, Job Skills Training, Vocational Education and Education Directly Related to Employment work activity components.
 2. The Client shall be allowed ten (10) holidays under the federal guidelines. The designated days are: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
 3. Holiday hours are countable and shall not exceed the Client's participation or scheduled hours for that particular day. Participation and non-participation hours on a non-allowable holiday, for which the site requires participation, will be counted the same as any other scheduled activity day that is not a holiday. The State reserves the right to substitute holidays when a designated holiday falls on a Saturday or Sunday.
 4. The Client is expected to participate in assigned activities for the number of hours specified in the Client's FEP. If a Client is participating in an

educational/vocational training program, the Client shall be assigned to another work activity component for any scheduled school break (i.e. fall break, spring break, Christmas break, summer break), to meet their Families First/TANF requirement until the program resumes.

5. For Clients in unpaid work activities, an absence is only “excused” if the appropriate written documentation supports the absence. The Contractor shall use the following criteria to grant excused absences from scheduled unpaid work activities:

- i. Illness;
- ii. Medical appointments of the Client or family member;
- iii. Court-appearance;
- iv. Attendance at school functions for children, i.e. parent/teacher conferences;
- v. Attendance at required meetings with social service agencies;
- vi. Required in the home due to illness of another family member;
- vii. Family emergency and bereavement, using reasonable standards of an employer;
- viii. Bad weather, using reasonable standards of an employer;
- ix. Absent or late due to Client’s or spouse’s job interview, when the hours cannot be counted as job search; and/or
- x. Governor-declared “State of emergency” for the county or locality, either where the Client resides, or where assigned to participate.

c. The State shall give credit to a Client for up to eighty (80) hours of absence to count as participation in a rolling twelve (12) month period, not to exceed sixteen (16) hours in a month. The excused absence policy applies to unpaid work activities only. This includes Work Experience and Community Service work activities, where there is an “employer”, but the Client does not receive wages for their participation. An absence shall occur when the Client misses any part of a scheduled day of an assigned work activity. The absence policy is not applicable to employment.

d. The Client’s timesheet/attendance log shall contain original signatures of the Client and Contractor’s staff person. If the Client’s timesheet/attendance log is incomplete, documentation has been altered or falsified, or the work activity and/or required hours cannot be verified or validated by the Contractor, the State shall not consider documentation to be in compliance with the Client’s required work activity.

A.32. The Contractor shall enter the Client’s weekly activity hours, after they have been verified, into the State’s System of Record within five (5) business days from the end of

the calendar week for activities from the previous week or as changes occur with the Client's work activity.

Client Engagement Reviews

- A.33. The Contractor shall fully engage all Clients assigned using a Client centered approach that focuses on the Client rather than content or situation to achieve positive outcomes.
- a. The Contractor shall, in partnership with Client and the Department's Customer Representative, utilize the Client's motivation to identify the Client's skills and capacities, existing resources, challenges, and the supports needed to meet their short-term and long-term goals.
 - b. The Contractor shall monitor and document, in writing, all occurrences of engagement, attempts to engage, and the Client's progress throughout their participation in the TANF program in the State's System of Records and in the Client's case file.
- A.34. The Contractor shall meet in-person with each Client, at least bi-weekly, to assess barriers until the Client begins meeting his/her required weekly participation hours.
- A.35. The Contractor shall meet in-person with the Client on a monthly basis, once the Client is assigned to a work activity component(s) and begins his/her required weekly participation hours, to assess barriers of the Client and the child(ren), address barriers of the Client and the child(ren), assess their program participation, and to monitor the Client's and child's progress against the FEP goals.
- a. The Contractor shall conduct the monthly meetings by phone only if an in-person meeting creates a barrier to the Client once the Client becomes employed.
 - b. The Contractor shall assist the Client enhance his/her employability skills in a manner that will lead to an increase weekly hours and/or wages or a promotion for Clients that are employed.
- A.36. The Contractor shall conduct family meeting reviews with the Client and the Department's Client Representative, to discuss the Client's and the child's progress every six (6) months and earlier if circumstances deem necessary.
- A.37. The Contractor shall develop an action plan, in collaboration with the Client and the Department's Client Representative that identifies and connects the Client to additional support or services to ensure sufficient progress towards employment or to retain employment based on information discussed during the review.
- A.38. The Contractor shall maintain written documentation of all Client reviews to include barriers identified and addressed, outcome and any action steps taken in the State's System of Record and in Client's case file. Review meetings should be designed to empower the Client to make decisions about their short-term and long-term goals to achieve self-sufficiency through a Two-Generational Approach and encourage the Client to develop a plan that is achievable.
- A.39. The Contractor shall oversee all Clients and monitor Client participation in core and non-core Families First/TANF activities. The Contractor shall ensure that each Client referred and assigned to its caseload is either engaged in a work activity component, in the process of enrolling in a work activity component, has been recommended for an

exemption or modification to required participation hours, or referred to the State for determination of non-compliance.

Conciliation Process

- A.40. For Clients who are non-compliant with their required work activity component, the Contractor shall:
- a. Attempt to engage the non-compliant Client within a consecutive five (5) day business period following the date of non-compliance and ensure non-attendance hours have been documented in the State's System of Record (i.e. AEPAM and CLRC screens have been updated) and in the Client's case file;
 - b. Send a written notice to the Client to inform the Client of his/her non-compliance and place a copy of the conciliation letter in the Client's file. Document that the notice was sent to the Client in the State's System of Record;
 - c. Make at least two (2) attempts to contact the Client by telephone. Each attempt made by the Contractor to contact the Client by telephone (during the consecutive five (5) day business period following the date of non-compliance) shall be attempted at different times;
 - d. Document all attempts to engage the Client in State's System of Record and the Client's case file within twenty-four (24) hours or less of the date of the actual attempt;
 - e. Schedule the appointment no later than ten (10) days out if contact was made with Client to reschedule the appointment;

(Refer the case back to the State for good cause determination if the Client does not attend the rescheduled appointment and has not contacted the Contractor.); and
 - f. Review the Client's case in the State's System of Record to ensure that the Department's Client Representative has documented the outcome of the determination.
- A.41. The five (5) day conciliation process stated above will not apply if a Client is referred to the Contractor in order to cure their two-week compliance. Once the sanctioned Client fails to show for their initial assessment or any subsequent appointments within the two (2) weeks, the Contractor shall immediately refer the Client back to State for case closure.

Training, Confidentiality Requirements, and Data Security Protocol

- A.42. The Contractor shall cooperate with the State and participate in all required trainings to ensure that the Contractor's policies, procedures, and delivery of services are aligned with the Department's Two-Generational Approach, brain science informed practices, strength-based philosophy practices, Transition to Success (TTS) practices, and motivational interviewing techniques.
- A.43. The Contractor shall ensure that all contract staff are knowledgeable of supportive services and engage local organizations to leverage community-based resources to supplement and reinforce the services to support the Client and the child(ren). Such resources include, without limitation to:

- a. Adverse Childhood Experiences,
 - b. Family Focused Solutions (FFS),
 - c. Big Brothers Big Sisters mentoring program, where applicable,
 - d. Family Center, Nurturing Home parenting skill program, where applicable.
- A.44. The Contractor shall conduct and/or participate in an annual training to ensure that its staff understands the State's program requirements and guidelines, fiscal policies and procedures, Client case file maintenance and documentation, and computer confidentiality requirements.
- A.45. The Contractor shall continually provide updates to Contractor's staff to ensure that the Contractor's staff are fully informed of any changes in State's program requirements and guidelines, fiscal policies and procedures, and/or confidentiality requirements. The Contractor shall maintain documentation to demonstrate changes were communicated to their staff via training agenda or memorandum.
- A.46. All Contractor staff with access to the State's System of Record shall complete a State Computer Security Agreement immediately upon access being granted by the State and annually thereafter. The computer security training and refresher training shall be provided by the State annual or as needed.
- A.47. The Contractor shall follow the State's data security protocol in order to have access to the State's System of Record. The Contractor shall notify the State immediately upon reasonable cause to believe that a breach of system security has occurred. The Contractor shall notify the State of any staff terminations with access to the State's System of Record by the timeframe as specified in the State's Computer Security Agreement.
- A.48. The Contractor shall ensure that the Contractor's computers are compatible with the State's hardware and software and shall maintain compatible e-mail accounts in order to communicate with, and receive information from the State by e-mail.

Contractor's Staffing Levels

- A.49. The Contractor shall maintain the minimum staff levels set out below depending on the size of its caseload per district. The Contractor shall maintain adequate staffing levels and provide services as established in this contract for counties in the assigned district.

Position/Role	600 Clients	900 Clients	1200 Clients	1500 Clients	1800 Clients	2100 Clients	2500 Clients
Program Director	1	1	1	1	1	1	1
Program Manager/ Supervisor	1	1	1	2	2	2	2
Employment Specialists	9	12	15	18	22	26	31
Business Developer	3	3	5	5	7	7	8

Performance Measurement Outcomes (PMOs)

- A.50. In order to demonstrate a Client's success, the Contractor shall report specific Client data and performance outcomes to the State. The State shall establish performance outcomes based on the Families First/TANF program requirements with an emphasis on the Two-Generational Approach (i.e. education, economic support, health and well-being, social capital, and quality employment) to better evaluate if each Client is reaching self-sustaining outcomes for their families as a result of the services provided.
- a. The Contractor shall submit the Performance Measurement Outcomes report to the State on a quarterly basis by the thirtieth (30th) business day of the month following the last date of the reporting quarter in accordance to requirements and format established by the State. Program reports shall at a minimum include:
1. Ninety percent (90%) of Clients shall obtain a GED or High School equivalency diploma/certificate within twelve (12) months of enrollment in an adult education program. This outcome and timeframe applies to those individuals without high school credentials and who have scored at a ninth (9th) grade level or higher on the initial pretest/assessment;
 2. Forty percent (40%) of Clients shall obtain a recognized postsecondary certification within eighteen (18) months of enrollment in an educational institution. This outcome applies to those individuals that have a GED or High School equivalency diploma/certificate. The timeframe may vary based on the type of institution the individual is attending;
 3. Forty percent (40%) of Clients shall obtain a recognized postsecondary degree within two (2) years of enrollment in an educational institution. This outcome applies to those individuals that have a GED or High School equivalency diploma/ certificate. The timeframe may vary based on the type of institution the individual is attending;
 4. Forty percent (40%) of Clients shall obtain a recognized postsecondary degree within four (4) years of enrollment in an educational institution. This outcome applies to those individuals that have a GED or High School equivalency diploma/ certificate. The timeframe may vary based on the type of institution the individual is attending;
 5. Forty percent (40%) of Clients who have received a postsecondary certification or degree shall obtain full-time employment related to their field of study or in a professional career path within three (3) months of completion; and
 6. Thirty percent (30%) of Clients obtain full-time employment (30 hours or more) and earned income (increase in wages) closes the TANF case within the contract year. This outcome applies to those TANF cases that close for over income due to wage earnings and remained closed for six (6) consecutive months.

Program Activity, Postsecondary, Barriers, and Supportive Services Reports

- A.51. The Contractor shall submit the Program Activity, Postsecondary, Barriers, and Supportive Services Reports to the State on a monthly basis by the thirtieth (30th) business day of the month following the reporting month in accordance to requirements established by the State.

a. The Program Activity Report:

The Contractor shall report in detail the Clients' current program status. The report shall include, but is not limited to:

1. Work Activity Component;
2. Education Level/Status;
3. Employment Level/Status (i.e. employment retention, industry types, and wages); and
4. Two-Generational efforts

b. The Postsecondary Education Report:

The Contractor shall report in detail the Clients that are enrolled and/or have completed a post-secondary program. The report shall include, but is not limited to:

1. Customer and specific identification information;
2. Type of postsecondary enrollment (i.e. Tennessee College of Applied Technology (TCAT) program, 2 year program, 4year program, Master's level program);
3. Field of Study;
4. Program start date and projected/actual completion date;
5. Employment status in relation to the Client's field of study; and
6. Other Employment related information as requested.

c. Transportation, Support Services, and Incentives Report:

1. The Contractor report shall include, but is not limited to;
2. Type of transportation assistance given to the Client as well as the amount spent on each transaction and dates of services;
3. Type of supportive services expenditures used by the contractor to assist the Client in purchasing (uniforms, specialty tools, optical (eyeglasses), etc.). Each item purchased should be reported with quantity and amount spent; and
4. Type of incentive milestones the Client achieved and the specific amount issued.

d. Barriers Report:

The Contractor shall report the barrier(s) identified by the Client and/or contractor that may cause difficulty for the Client in attaining their goals. The report shall include, but is not limited to:

1. Each barrier identified;
2. Date the barrier is/was identified; and
3. Notation of the Client/contractor progress in resolving the barrier and the date barrier is resolved, if applicable.

A.52. In the event the State advises the Contractor of a deficiency in its performance under this Contract, the Contractor shall submit a Corrective Action Plan, which shall be subject to the State's written approval, describing its strategies for complying within thirty (30) business days following the Contractor's notification by the State. Corrective Action Plan is required for the following situations:

- a. When the State's monitoring of the Contractor's compliance with any internal and/or external audit reviews that result in observations and/or findings; or
- b. When the Contractor fails to meet Performance Measures Outcome by the designated timeframes.

A.53. In addition to a required Corrective Action Plan, the Contractor shall be liable for any questioned costs or amounts determined not to be allowable based on its failure to comply with case file maintenance and documentation requirements as defined in Section A, or audit findings on the basis of quality reviews, monitoring reviews, or audits conducted by the Department of Human Services or the Tennessee Comptroller of the Treasury.

2. Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed forty-one million, eight hundred fifty-three thousand, and eighty-four dollars and forty-two cents (\$41,853,084.42). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Contract Section C.3. is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1. The Contract start date as shown in Section B through December 31, 2014 is to be utilized by the Contractor as an implementation period without compensation under this Contract. Compensation under the Contract will not be paid to the Contractor until actual service delivery begins January 1, 2015, with the first payment delivered following the first completed month of service, and upon the State's receipt of an invoice in accordance with Section C.5. below.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)		
	January 1, 2015 - December 31, 2015	January 1, 2016 – January 31, 2017	February 1, 2017 – December 31, 2017
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Three (3) for Tier One (1) clients.	\$188.10/ Per Client	\$192.94/ Per Client	\$267.18/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Three (3) for Tier Two (2) clients.	\$169.30/ Per Client	\$174.15/ Per Client	\$241.81/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Three (3) for Tier Three (3) clients.	\$155.31/ Per Client	\$160.15/ Per Client	\$221.91/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Four (4) for Tier One (1) clients.	\$198.70/ Per Client	\$200.00/ Per Client	\$270.00/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Four (4) for Tier Two (2) clients.	\$173.40/ Per Client	\$178.71/ Per Client	\$248.64/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Four (4) for Tier Three (3) clients.	\$161.43/ Per Client	\$166.75/ Per Client	\$232.48/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Six (6) for Tier One (1) clients.	\$181.44/ Per Client	\$186.37/ Per Client	\$258.46/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District six (6) for Tier Two (2) clients.	\$147.50/ Per Client	\$152.44/ Per Client	\$212.65/ Per Client

Monthly per client rate for the provision of services as set forth in Section A of this contract for District Six (6) for Tier Three (3) clients.	\$130.88/ Per Client	\$135.82/ Per Client	\$190.22/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Eight (8) for Tier One (1) clients.	\$166.97/ Per Client	\$170.75/ Per Client	\$236.29/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Eight (8) for Tier Two (2) clients.	\$151.13/ Per Client	\$154.90/ Per Client	\$214.89/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Eight (8) for Tier Three (3) clients.	\$139.42/ Per Client	\$143.20/ Per Client	\$199.10/ Per Client

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective February 1, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MAXIMUS HUMAN SERVICES, INC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

RAQUEL HATTER, COMMISSIONER

DATE

Exhibit One (1)

Activity	Activity Description	Limitations/Special Rules	Activity Type
Job Readiness Assistance and Job Search	Act of seeking or obtaining employment or the preparation of obtaining employment, which may include but is not limited to, life skills training, substance abuse treatment, mental health treatment, and/or rehabilitation activities. The purpose of these job related activities are to prepare the Client for employment so that he/she can be competitive and succeed in the labor market.	Limited to 4 consecutive weeks and 12 weeks total in a year. Assignments to the job readiness/job search can be made in conjunction with other program activities so that both the work activity requirement and the assigned hours of participation are met.	Core
Work Experience (WEX)	<p>Unpaid work activity that allows Clients with an opportunity to acquire the general skills, training, knowledge, and work experience necessary to obtain employment.</p> <p>WEX placements must lead to a bona fide position. The Client must be supervised at the WEX site. The Contractor shall develop and obtain a written agreement for each site. Each site must be pre-approved by the State before the placement of a Client.</p> <p>WEX agreements must be in a format approved by the State and shall include, but are not limited to: Plan for providing daily supervision by the site; Identify type of site submitted; Name of the Site Supervisor and Title; Site Name, Full Address, Phone number (area code), and County; Name of Position (i.e. Assistant Teacher, Clerical, etc.); Number of Position to be filled; Specific skills obtained/job duties to be taught in the placement; and Observed holiday leave policy and operational hours.</p>	<p>Placements shall not exceed a maximum of six (6) months for each Client referred.</p> <p>Deeming calculation hours shall be applied based on the federal Fair Labor Standards Act (FLSA) calculations. The deemed hours are calculated as follows: Families First TANF Benefit + SNAP Benefit/ Minimum Wage/4.3 = Number Of Deemed Hours.</p> <p>Deeming calculation for a two parent household applies to the entire family and the hours may be split between the parents or one parent may have all deemed hours count for his/her activity. Deeming hours must be documented on the Client's Individual Career Plan and maintained in the case file.</p>	Core
Community Service Programs (CS or CSP)	<p>Unpaid work activity that Clients to perform work for the direct benefit of the community under public or non-profit organizations. This activity is for Clients who need to increase their employability by improving interpersonal skills, job retention skills, stress management, and job problem solving by learning to attain a balance between job and personal responsibilities.</p> <p>CSP placements must be a non-profit organization (501C-3) or public/ government institution. The Client must be supervised at the community service site. The Contractor shall develop and obtain a written agreement each site. Each site must be pre-approved by the State before the placement of a Client.</p> <p>CSP agreements must be in a format approved by the State and shall include, but are not limited to: how the placement provides direct benefit to the community; A copy of the agencies 501c3; Plan for providing daily supervision by the site; Identify type of site submitted; Name of the Site Supervisor and Title; Site Name, Full Address, Phone number (area code), and County; Name of Position (i.e. Assistant Teacher, Clerical, etc.); Number of Position to be filled; Specific skills obtained/job duties to be taught in the placement; and Observed holiday leave policy and operational hours.</p>	<p>Placements shall not exceed a maximum of three (3) months for each Client referred.</p> <p>Deeming calculation hours shall be applied based on the federal Fair Labor Standards Act (FLSA) calculations. The deemed hours are calculated as follows: Families First TANF Benefit + SNAP Benefit/ Minimum Wage/4.3 = Number Of Deemed Hours.</p> <p>Deeming calculation for a two parent household applies to the entire family and the hours may be split between the parents or one parent may have all deemed hours count for his/her activity.</p> <p>Deeming hours must be documented on the Client's Individual Career Plan and maintained in the case file.</p>	Core
Vocational Educational Training	Organized and/or accredited educational or vocational training programs directly related to the preparation of individuals for employment in current or emerging occupations that require training other than a baccalaureate or advanced degree. Vocational educational training programs are limited to activities providing knowledge and skills to perform a specific trade, occupation, or other particular vocation.	Activity may be short or long term, but shall not exceed twelve (12) months within a lifetime.	Core
Unsubsidized Employment	The activity of being regularly scheduled to work for wages for a set number of hours each week. Full-time employment:	Employed Clients whose employment hours meet or exceed thirty (30) hours per week meet all State and	Core

	working 30 hours or more per week. Part-time employment: working less than thirty (30) hours per week.	Federal guidelines and restrictions for Client activity hours per week.	
Adult Education	Formal educational program for adults who are over the age of 17 (unless granted an exception) lacking a high school diploma and no longer under compulsory attendance to public high school. Basic and remedial education and English as a Second Language may be included in this activity.	Maximum of 10 hours countable towards total hours of participation.	Non-Core
Job Skills Training Directly Related To Employment	<p>Job Skills training is defined as any activity that is reasonably linked to a client's employability and are typically short-term skills training programs (usually less than three (3) months) such as:</p> <ul style="list-style-type: none"> • Office skills • Basic computer literacy • Drivers training • Clerical skills • Customer service • Keyboarding <p>Post-secondary education that leads to a bachelor's or advanced degree may count as job skills training, if it is directly related to employment. After twelve months in Vocational Education, bachelor's degree or advanced degree programs, as well as two year degree programs, may continue and be counted as a non-core activity if the individual is also participating in a core activity for at least twenty hours.</p>	Maximum of 10 hours countable towards total hours of participation.	Non-Core



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)



Begin Date October 15, 2014	End Date December 31, 2017	Agency Tracking # 34530-44315	Edison Record ID 43738
Contractor Legal Entity Name Maximus, Inc.			Edison Vendor ID 28677

Service Caption (one line only)
The provision of Employment and Case Management Services.

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 93.558
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	\$2,456,748.09	\$7,370,244.27	0.00	0.00	\$9,826,992.36
2016	\$5,032,457.76	\$15,097,373.28	0.00	0.00	\$20,129,831.04
2017	\$5,157,459.09	\$15,472,377.27	0.00	0.00	\$20,629,836.36
2018	\$2,456,748.09	\$7,370,244.27	0.00	0.00	\$9,826,992.36
TOTAL:	\$15,103,413.03	\$45,310,239.09	0.00	0.00	\$60,413,652.12

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

Ownership/Control

African American Asian Hispanic Native American Female

Person w/Disability Small Business Government NOT Minority/Disadvantaged

Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)	
<input type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
<input checked="" type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. Basil A. Dosunmu	OCR USE - FA
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Speed Chart (optional) HS00000352	Account Code (optional) 70899000
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
MAXIMUS HUMAN SERVICES, INC.**

This Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Maximus Human Services, Inc., hereinafter referred to as the "Contractor," is for the provision of Employment and Case Management Services (ECMS), as further defined in the "SCOPE OF SERVICES."

The Contractor is For-Profit Corporation
Contractor Place of Incorporation or Organization: Virginia
Contractor Edison Registration ID # 24034

A. SCOPE OF SERVICES:

- A.1 The primary goal of the Employment and Case Management Services (ECMS) is to effectively move Families First/Temporary Assistance for Needy Families (TANF) clients towards greater levels of self-sufficiency through employment, training, and educational attainment so that they can increase their earnings and decrease their dependency on public assistance. This goal shall be achieved in the context of clients achieving their participation requirements. Additional goals are:
- a. Move more families to self-sufficiency through employment.
 - b. Allocate resources that address the underlying barriers to achieving self-sufficiency through employment and break the cycle of dependency.
 - c. Engage local organizations and leverage community-based resources to supplement and reinforce the services and supports for the client.
 - d. Develop partnerships with education cooperatives to provide education and training services to Families First/TANF clients and maximize the use of these programs. In order to prepare clients for the workforce more efficiently, adult education and literacy and job training skills shall be provided concurrently.
 - e. Conduct ongoing research and monitoring of the employer needs across the State of Tennessee in order to develop job placements for Families First/TANF clients that are congruent with the employers' needs.
- A.2 The Contractor shall use the period from the Contract start date as shown in Section B, through December 31, 2014 as the service implementation period without compensation under this Contract.
- A.3 The Contractor shall utilize resources to work with all clients, regardless of their functional level, and monitor progress from Families First/TANF to self-sufficiency. The client tiers assignments are defined as follows:
- a. Tier One (1) clients who are those who unemployed and have significant barriers to employment at the time of referral. Those barriers may include, but are not limited to, lack of employment experience, learning disabilities, a criminal record, substance abuse, limited English proficiency, mental health disorders, and/or domestic violence. Tier One (1) may also include, but are not limited, to those clients where childcare and transportation resources are



limited (i.e. rural areas with limited transportation services, limited or no after-hours childcare services, no childcare available within residing county).

- b. Tier Two (2) clients are those who are employed part-time less than thirty (30) hours per week and/or have work experience within the last six (6) months at the time of referral. These clients are considered work-ready and at a minimum have attained a high school diploma/ GED. Tier Two (2) may also include, but are not limited to, those clients where childcare and transportation resources are limited (i.e. rural areas with limited transportation services, limited or no after-hours childcare services, no childcare available within residing county).
- c. Tier Three (3) clients are those who employed thirty (30) or more hours per week and are receiving Families First/TANF benefits. Tier Three (3) may also include, but are not limited to, those clients where childcare and transportation resources are limited (i.e. rural areas with limited transportation services, limited or no after-hours childcare services, no childcare available within residing county).

A.4. The Employment and Case Management Services provided to Families/ First/TANF clients shall assist them in enhancing their education and skill levels and in preparing for obtaining and retaining employment in order to ultimately earn family sustaining incomes.

- a. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- b. The Contractor shall provide Families First/TANF Employment and Case Management Services in the assigned Districts (consisting of urban and rural counties) awarded through the contractual agreement. (Reference Attachment C).
- c. The Contractor shall maintain an infrastructure so that Families First/TANF clients have full access to activities and services without being required to travel more than forty (40) miles or forty-five (45) minutes from their residence.

CLIENT OUTREACH AND ENGAGEMENT:

A.5. The Contractor shall use outreach and engagement approaches to ensure that clients make contact with the Contractor, begin to participate, remain active in the program and comply with program participation requirements.

A.6. The Contractor shall initiate contact with the client within five (5) business days from the date the referral was transmitted to the Contractor from the State's System of Record. The initial contact shall occur in writing and shall inform the client of the following: client's orientation date and time, which the Contractor shall schedule within fourteen (14) business days from the date of the referral, the Contractor's office address, hours of operation, and telephone number.

- a. The goal of the orientation process is to assist clients in understanding the Contractor's program requirements.
- b. The client shall acknowledge in writing his/her understanding of the Contractor's program goals. The Contractor shall provide the client with a form acknowledging the client's understanding of the Contractor's program goals, which the client shall sign as part of the orientation process.

A.7. The Contractor shall document in writing all outreach attempts, interactions, and outcomes as they occur with the client in the State's System of Record and in the client's case file.

A.8. The Contractor shall develop and submit to the State for approval in writing a client orientation packet, within fourteen (14) business days from receipt of a fully executed contract. The



Contractor shall ensure that every client receives a copy of the approved orientation packet prior to engagement in assigned work activities.

- A.9. In addition to building upon and reinforcing the key themes included in the Families First/TANF orientation administered by the State, the Contractor's orientation shall cover in detail:
- a. the Contractor's services, processes and business operations;
 - b. convey to the client what constitutes compliance with program requirements;
 - c. the consequences of failing to comply with the program;
 - d. the conciliation policy and procedure; and
 - e. the manner in which the program can help clients find and retain employment, and inform clients of other available services (i.e. transportation, counseling services, and community resources).
- A.10. Should the Contractor decide to revise and update the orientation material and content; the Contractor shall submit the updated materials for written approval to the State and highlight any revisions made to the document.
- A.11. The State shall review the Contractor's client orientation packet, or proposed revisions, and provide written feedback.
- A.12. The Contractor shall process requested changes and re-submit the orientation packet to the State for final approval. The Contractor shall not use the revised orientation until it has been approved in writing by State.

ASSESSMENTS AND INDIVIDUALIZED CAREER PLANS (ICP)

- A.13. The Contractor shall assess each client referred, using assessment tools approved in writing by the State, to identify characteristics that will guide the client in the development of short and long-term goals for transitioning the client into part-time or full-time employment, which prepares the client to enter into gainful employment with a focus in transitioning to self-sufficiency. The required assessments include:
- a. The career assessment is based on the client's needs, wishes, interests and skills in relation to current/future availability of specific employment opportunities and needs; and
 - b. The barrier(s) assessment is designed to identify the presence of a wide variety of challenges and potential work barriers of with a client. The tool shall also help to identify the presence of certain barriers which have not been well-identified through less formal and/or less structured assessment protocols. Those barriers may include, but are not limited to, lack of employment experience, learning disabilities, a criminal record, substance abuse, limited English proficiency, mental health disorders, and/or domestic violence.
- A.14. The Contractor shall complete career and barriers assessments for every client referred for employment and wraparound case management services within fourteen (14) business days from the referral date.
- A.15. The Contractor shall review the assessment and have an in-depth discussion with each client about the results of the assessment, the types of employment and work activities that the client shall participate in, address any adult education/learning opportunities, and any input from the DHS Client Representative to develop the Individualized Career Plan (ICP). All discussions and contact with client shall be documented in writing in the client's case file and in the State's System of Record as the discussion and contact occur.



- A.16. The Contractor shall analyze each activity on the client's ICP to ensure that each activity is aligned with the client's employment and education goals. Where the activity is not aligned with the client's employment and education goals and/or skill level, the Contractor shall work with the client to establish alignment between the activity and the client's employment goals and/or identify other activities that will improve the client's employment prospects.
- A.17. The Contractor shall provide assistance and direction to the client in the development of the ICP by specifically coordinating multiple activities: part-time/ full time employment, training, education, work experience and other job preparatory activities. The format of the ICP specified by the State shall include, but is not limited to the following:
- a. ICP goals including short term and long term steps to achieve or maintain employment;
 - b. Barriers and strengths highlighted in the client's barriers assessment;
 - c. Identify support and services needed and the plan to provide said services to address any barriers (including referrals for other services and the agency providing services);
 - d. A list of the specific activities in which the client shall participate;
 - e. The days, location, and amount of time the client shall participate in each activity;
 - f. Steps the client shall take to enroll and complete Adult Education/GED or other educational/vocational training program, if applicable;
 - g. Steps the client shall take to find and retain employment, if applicable;
 - h. Steps the Contractor shall take to assist the client in finding and/or obtaining education and/or employment goals: and
 - i. Work support contingency plan that shall address such issues as unforeseen childcare issues.
- A.18. The Contractor shall complete the ICP and assign the client to the appropriate work activity(ies) based on the assessment results within fourteen (14) business days from the date of client's referral to the Contractor.
- A.19. The Contractor and the client shall sign the detailed ICP as validation that both parties understand the ICP and agree to comply with the activities assigned to each party. A copy of the ICP shall be provided to the client. The Contractor shall foster the client's ownership of the ICP and hold the client accountable if the client fails to comply with the ICP. The Contractor shall document in writing the completion of the ICP in the State's System of Record. The Contractor shall maintain a copy of the signed ICP in the client's case file.
- A.20. The Contractor shall meet with the client at least once every three (3) months to review the ICP. The Contractor shall amend each client's ICP if any of the following occur:
- a. changes in the activities or hours in which the client is to participate;
 - b. changes to the length of time a client is to participate in a particular activity;
 - c. changes to the steps a client will take to achieve education and/or employment goals;
 - d. changes to the steps the Contractor shall take to assist the client in meeting education and/or employment goals;
 - e. changes in the client's personal or family situation that removes or creates new barriers to the client's ability to complete activities specified in the ICP;



- f. accomplishment of ICP goals; or
 - g. clients who have not received a high school diploma or a certificate of high school equivalency (GED) attain either a diploma or certificate.
- A.21. The Contractor shall measure the client's progress toward the client's goal using the ICP and/or any amended ICPs.
- A.22. The Contractor and the client shall sign and date the ICP each time a change is made to a client's ICP. A copy of the updated ICP shall be provided to the client and be maintained in the client's case file. The Contractor shall also document in writing the update of the ICP in the State's System of Record.

WORK COMPONENT ACTIVITIES AND REQUIRED HOURS

- A.23. The Contractor shall supervise the following work activities, in a manner that will satisfy the requirements of the State. The following core and non-core activities are allowable activities under this contract:
- a. Core activities are as follows:
 - i. Job Readiness Assistance and Job Search;
 - ii. Work Experience;
 - iii. Community Service Programs;
 - iv. Vocational Educational Training;
 - v. Unsubsidized Employment (Private/Public); and
 - vi. Subsidized Employment (Private/Public).
 - b. Non-Core activities are as follows:
 - i. Adult Education; and
 - ii. Job Skills Training Directly Related to Employment.
- A.24. The Contractor shall ensure that clients are engaged in a minimum of thirty (30) hours per week according to assigned work activities. The Contractor shall ensure that employed clients whose employment hours exceed thirty (30) hours per week meet all State and Federal guidelines and restrictions for client activity hours per week.
- A.25. Twenty (20) of the total thirty (30) activity hours shall be in core activities, with the balance to include core or non-core activity hours or any combination thereof.
- Non-core hours may count toward ten (10) of the required thirty (30) hours per week. An exception of these requirements shall be granted at the sole discretion of the State. The Contractor shall request written approval from the State for an exception of these requirements for any client referred for services.
- A.26. Deemed Hours: The Contractor shall maintain deemed hours for clients assigned to Community Service or Work Experience activity in the State's System of Record and in the client's case file, but may contact the DHS Client Representative with any issues regarding deemed hours. The deemed hours are calculated as follows:
- a. The Contractor shall calculate deemed hours for Work Experience or Community Service when the Families First/TANF Assistance Unit (AU) members are in a non-Families First/TANF /SNAP AU by using the prorated amount of Supplemental Nutrition Assistance Program (SNAP) for each individual in the Families First/TANF AU in the formula to calculate the work hours.



Example: The parent and child who receive Families First/TANF are included in the grandmother's SNAP AU. Prorate the portion of the parent and child's SNAP amount in deeming formula. The SNAP amount for the three (3) people is $300/3 = 100$ prorated amount for each person.

142 (Families First/TANF) + 200 (SNAP) = $342/7.25$ (minimum wage) = 47.17 (monthly deemed hours) divided by $4.3 = 10.9$ weekly hours.

- b. The Contractor shall calculate work activity hours in the deeming formula for each parent in a two-parent AU.

Example: A two-parent family - both have a work requirement and both are in a work experience activity. There are four (4) household members (including two (2) children).

226 (Families First/TANF) + 668 (SNAP) = 894 divided by 7.25 (minimum wage) = 123.31 (monthly deemed hours) divided by $4.3 = 28.6$ (weekly deemed hours).

The deemed number of hours applies to the entire family. In this example, the total number of deemed hours for the family is 28.6 hours.

In a two (2) parent family, the Work Experience or Community Service activity hours of either parent may count toward the family's 28.6 hours work requirement; all the hours may be deemed to one (1) parent, or the hours may be divided between the parents.

- c. The Contractor shall document the deeming calculations and the expected hours in addition to other activities on the client's ICP. Client participation hours that exceed deeming calculation hours shall be documented in writing in the client's case file and the State's System of Record.

JOB READINESS ASSISTANCE AND JOB SEARCH REQUIREMENTS:

- A.27. Job readiness assistance and job search is the act of seeking or obtaining employment, or preparation to seek or obtain employment, including life skills training, substance abuse treatment, mental health treatment, or rehabilitation activities for those who are otherwise employable. The purpose of these job related activities are to prepare the client for employment so that he/she can be competitive and succeed in the labor market. Job readiness training may be offered before, in conjunction with or after the job search assignment.
- A.28. Job search and job readiness activities are countable toward the participation rate for twelve (12) weeks in the calendar year, with no more than four (4) consecutive weeks. Hours of participation beyond twelve (12) weeks in the calendar year may be scheduled, but will not count toward the participation rate calculation. Assignments to the job readiness and/or job search shall be made in conjunction with other program activities so that both the work activity requirement and the assigned hours of participation are met.
- A.29. The Contractor, in collaboration with the DHS Client Representative and the client, shall assist in identifying and removing barriers to successfully seeking and obtaining employment that will enable the client to become self-sufficient.
- A.30. Job readiness assistance prepares the client to enter into gainful employment with a focus on transitioning to self-sufficiency. Job readiness should include, but is not limited to, the following:
- a. Training activities to assist the client to recognize and overcome personal and family problems, which may be a barrier to accomplishing employment and training goals.
 - b. Training activities that prepare the client for work by assuring that he/she is familiar with general work-place expectations, work behaviors, attitudes necessary to compete successfully in the labor market, and understands the economic benefits of working.



- c. Promote training and lifelong learning to ensure job retention for either personal or professional reasons by the client.
 - d. Short-term workshops to build skills in job search competencies, such as interviewing skills, instruction in work-place expectations, job coaching, and resume writing. Workshop topics shall include communication skills, motivational training, problem solving, assertiveness, nutrition, money management, time management training, and other activities that enhance specific work place expectations and behaviors.
 - e. Life skills training, including basic life skills that helps clients to succeed in the workforce shall be offered. Activities consist of: balancing life and work; budgeting; household management; interpersonal skills; decision- making skills; and time management.
 - f. Trainings may be conducted through sponsored workshops or seminars through treatment programs, other community service programs, as well as through one-on-one counseling.
 - g. Mental health services, including medical or mental health treatment, therapy, counseling, and other services to address mental or emotional disorders that can interfere with the client's ability to work or look for work shall be considered job readiness assistance. These services may be provided by a State contracted counseling service provider and/or other qualified medical, mental health, or substance abuse professional for the determination and modality of treatment.
- A.31. The Contractor shall monitor the client's progress and efforts by developing job readiness and job search activities, with the goal of employment at the earliest opportunity. Job search activities that prepare the client to enter into gainful employment with a focus on transitioning to self-sufficiency, shall include the following, but is not limited to:
- a. One-on-one in-person meetings to help clients develop customized job search strategies, identifying prospective employers, reviewing job search results, fine-tuning the job searching techniques, and discussing and agreeing on next steps. The frequency of these meetings should occur weekly. The meetings shall each last at least one (1) hour.
 - b. Organized group setting to allow clients to offer peer support to each other and to learn from each other's tactics, approaches, successes and challenges. The Contractor's staff shall be present and available to assist when clients are conducting job searches. The frequency of these meetings shall occur weekly. The meetings shall each last at least one (1) hour.
 - c. Independent job searches where clients are responsible for making a designated number of employer contacts per week (minimum of six (6) contacts per day and one (1) countable hour per contact). The client shall provide documentation that contact was made (i.e. business card, copy of job announcement). In addition, the Contractor shall make job referrals to the client using employment search websites, job/career fairs, career centers and/or other employee based contacts to assist clients in their job search. Independent searches should be aligned with the employment goals (short and long term) as outlined in the client's ICP.
- A.32. The Contractor shall have weekly contact with the client to monitor the client's job readiness and job search efforts. If the client's participation in job readiness and job search lasts more than four (4) consecutive weeks and does not yield any employment results, the Contractor, in collaboration with the DHS Client Representative and the client, shall review the challenges the client has faced, re-evaluate the job search strategy, and where applicable, amend the ICP in conjunction with the client, prior to assigning the client to job readiness and job search again.



- A.33. The Contractor shall verify documentation of a client's participation in all job readiness assistance and job search activities and monitor their actual hours. The Contractor shall enter activity hours that have been verified into the State's System of Record within five (5) business days from the end of the calendar week for activities from the previous week. Supporting written documentation shall be maintained in the client's case file.
- a. Each client shall maintain a written daily log of all employment contacts. This log shall contain information on potential employers visited in person, by internet or by phone, and a daily record of the time spent engaging in such activities.
 - b. The client shall submit a log of the daily contacts weekly to the Contractor. The timesheets/logs shall provide the date and time of contact, the type of contact, the position that was of interest, and the name of the employer and contact information.
 - c. Job readiness assistance and/or job search activities completed as part of a structured program, countable hours shall be actual classroom and/or supervised activities that meet the definitions above. Countable hours shall be verified by the site supervisor and recorded in writing on timesheets/logs. The Contractor shall maintain attendance records in the client's case file and report attendance in the State's System of Record.
 - d. For independent job searches, the Contractor shall ensure the accuracy of the reported information by conducting random reviews and follow-up with employers. The verification review shall include contact with the employers to verify the documented information, confirmation of completed job interviews, and other related measures, which shall be reflected in the State's System of Record. Countable hours for independent job searches shall be aligned with the client's ICP employment goals.
- A.34. The Contractors shall provide a notation verifying that a review has been completed and whether the activity hours on the timesheets/logs have been accepted. Documentation shall contain original signatures of the client and Contractor's staff person. When the logs are incomplete or verification does not validate the activity and/or required hours, the State shall not consider documentation to be in compliance with the client's required work activity. The Contractor shall provide supervision and monitor progress and compliance using weekly case management contacts with the client.
- A.35. In addition, the Contractor shall notify the DHS Client Representative at any point if barriers to employment, such as problems with childcare or the need for accommodations, become apparent. All issues and resolutions shall be documented in the State's System of Record and in writing in the client's case file within twenty-four (24) hours of notification.

WORK EXPERIENCE REQUIREMENTS

- A.36. Work Experience is an unpaid work activity that provides Families First/TANF clients with an opportunity to acquire the general skills, training, knowledge, and work experience necessary to obtain employment.
- A.37. The Contractor shall ensure that Families First/TANF client's work experience placements lead to a bona fide position. The Contractor shall obtain a written agreement from the work experience site stating employer's willingness to hire the client at the end to the client's work experience placement period based on the following:
- a. the client's satisfactory performance; and/or
 - b. the client's skills are suitable for the position or are transferable to another position.
- A.38. Work Experience is supervised training that is based on a client's objective to obtain employment. Work Experience assignments can be at public, private non-profit and private for-profit agencies, businesses or institutions.



- A.39. Deeming calculation hours shall apply to Work Experience. Families First/TANF clients who are required to participate in Work Experience are unsalaried, but the Contractor shall compensate each client for the hours of participation through the deeming calculations hours process pursuant to the requirements of the federal Fair Labor Standards Act (FLSA). See Section A.25.b. of this contract for deemed hour calculations.
- A.40. During the twelve (12) month period, beginning January 1 and ending December 31 of each contract year, the Contractor shall ensure that Work Experience placements do not exceed a maximum of three (3) months for each client referred.
- A.41. The Contractor shall create and/or seek Work Experience assignments that align with the client's work employment aspirations and are congruent with the ICP.
- A.42. The Contractor shall develop a network of employer and community partners for Work Experience placements and maintain an adequate placement pool for clients.
- A.43. Work Experience sites shall be pre-approved in writing by the State to ensure the location meets requirements to accept placements.
- A.44. The Contractor shall submit a written request to the State for approval in writing of all sites prior to client engagement. This site file may be maintained on an agency or specific site level, but shall contain the following items at minimum:
- a. Executed site agreement, utilizing format approved in writing by the State of Tennessee;
 - b. Plan for providing daily supervision by the work experience site supervisor;
 - c. Identify type of site submitted;
 - d. Name of the Site Supervisor and Title;
 - e. Site Name, Full Address, Phone number (area code), and County;
 - f. Name of Position (i.e. Assistant Teacher, Clerical, etc.);
 - g. Number of position(s) to be filled;
 - h. Specific skills obtained/job duties to be taught in the placement;
 - i. Observed holiday leave policy; and
 - j. Potential placements that are expected to be available for participating clients at the end of the work experience placement.
- A.45. The Contractor shall verify the client's participation in work experience activities and monitor their actual hours. The Contractor shall verify that the actual activity hours reported have been completed on the client's timesheets/logs. The Contractor shall enter activity hours that have been verified into the State's System of Record within five (5) business days from the end of the calendar week for activities from the previous week. Supporting written documentation shall be maintained in the client's case file. Only actual hours of participation are countable.
- a. The client shall be supervised daily by a work experience site supervisor. Documentation of attendance and performance shall be submitted weekly. Daily supervision is required as part of any formal agreement between the Contractor and the work experience site.
 - b. The client shall report actual hours of participation on timesheets/ logs for every day of every week in each month. The name of the site should be documented on the timesheet. An on-site supervisor shall sign the timesheets/logs to verify the client's weekly hours.
 - c. Work experience clients may also be eligible for unpaid holidays or unpaid excused absences as determined by policy, but shall be documented on the timesheets/logs. Written documentation to support an excused absence shall be maintained in the client's case file.
- A.46. The timesheets/logs documentation shall contain original signatures of the client and Contractor's staff person. When the timesheets/logs are incomplete or verification does not validate the activity and/or required hours, the State shall not consider documentation to be in compliance with the



client's required work activity. The Contractor shall provide supervision and monitor progress and compliance using weekly case management contacts with the client.

- A.47. The Contractor shall ensure that work experience site provides immediate notification to the Contractor if the client does not perform satisfactorily and/or fails to arrive at the work site at the agreed upon time.
- A.48. The Contractor shall work closely with the client and the work experience site to ensure that the placement is beneficial to the individual and that all required work hours are performed satisfactorily.
- A.49. In addition, the Contractor shall notify the DHS Client Representative at any point if barriers to employment, such as problems with childcare or the need for accommodations, become apparent. All issues and resolutions shall be documented in the State's System of Record and in writing in the client's case files within twenty-four (24) hours of notification.

COMMUNITY SERVICE REQUIREMENTS

- A.50. Community Service is an unpaid work activity that allows Families First/ TANF clients to perform work for the direct benefit of the community under public or non-profit organizations.
- A.51. Community Service is an activity for clients who need to increase their employability by improving interpersonal skills, job retention skills, stress management, and job problem solving by learning to attain a balance between job and personal responsibilities.
- A.52. Deeming calculation hours shall apply to Community Service. Families First/TANF clients who are required to participate in Community Service are unsalaried, but the Contractor shall compensate each client for the hours of participation through the deeming calculations hours process pursuant to the requirements of the federal Fair Labor Standards Act (FLSA). See Section A.25.b. of this contract for deemed hour calculations.
- A.53. During the twelve (12) month period, beginning January 1 and ending December 31 of each contract year, the Contractor shall ensure that Community Service placements shall not exceed a maximum of three (3) months for each client referred.
- A.54. Community Services sites shall be pre-approved in writing by the State to ensure location meets requirements as defined by the State. The Contractor shall maintain a file for each community service site approved to accept placements in a format approved by the State. This site file may be maintained on an agency or specific site level, but shall, at a minimum, contain the following items:
 - a. Executed site agreement, utilizing format approved by the State of Tennessee;
 - b. Describe how the placement provides direct benefit to the community;
 - c. A copy of the agencies 501(c)(3);
 - d. Plan for providing daily supervision by the community site;
 - e. Identify type of site submitted;
 - f. Name of the Site Supervisor and Title;
 - g. Site Name, Full Address, Phone number (area code), and County;
 - h. Name of Position (i.e. Assistant Teacher, Clerical, etc.);
 - i. Number of positions to be filled;
 - j. Specific skills obtained/job duties to be taught in the placement; and
 - k. Observed holiday leave policy.
- A.55. The Contractor shall verify the client's participation in Community Service activities and monitor their actual hours. The Contractor shall verify that the actual activity hours reported have been completed on the client's timesheets/logs. The Contractor shall enter activity hours that have been verified into the State's System of Record within five (5) business days from the end of the



calendar week for activities from the previous week. Supporting written documentation shall be maintained in the client's case file. Only actual hours of participation are countable.

- a. The client shall be supervised daily by a Community Service site supervisor. Written documentation of attendance and performance shall be submitted weekly. The requirement for daily supervision is part of a formal agreement between the Contractor and the community service site.
 - b. The client shall report actual hours of participation on timesheets logs for every day of every week in each month. The name of the site should be documented on the timesheet. An on-site supervisor shall sign the timesheets/logs to verify the client's weekly hours.
 - c. Community Service site clients may also be eligible for unpaid holidays or unpaid excused absences as determined by policy, but shall be documented on the timesheets/logs. Written documentation to support an excused absence shall be maintained in the client's case file.
- A.56. The timesheets/logs documentation shall contain original signatures of the client and Contractor's staff person. When the timesheets/logs are incomplete or verification does not validate the activity and/or required hours, the State shall not consider documentation to be in compliance with the client's required work activity.
- A.57. The Contractor shall ensure that the community service placement site supervisor provides immediate notification to the Contractor if the client does not perform satisfactorily and/or fails to arrive at the work site at the agreed upon time. The Contractor shall work closely with the individual and the community service site to ensure that the placement is beneficial to the individual and that all required work hours are performed satisfactorily.
- A.58. In addition, the Contractor shall notify the DHS Client Representative at any time if barriers to employment, such as problems with childcare or the need for accommodations, become apparent. The Contractor shall document all issues and resolutions in the State's System of Record and in the client's case file within twenty-four (24) hours of notification.
- A.59. The Contractor shall provide supervision and monitor progress and compliance using weekly case management contacts with the client.

VOCATIONAL EDUCATION TRAINING REQUIREMENTS

- A.60. Vocational educational training shall consists of organized and/or accredit educational or vocational training programs directly related to the preparation of individuals for employment in current or emerging occupations that require training other than a baccalaureate or advanced degree. Vocational educational training programs are limited to activities providing knowledge and skills to perform a specific trade, occupation, or other particular vocation.
- A.61. Vocational Education Training activity may be short or long term, but shall not exceed twelve (12) months within a lifetime.
- A.62. Basic and remedial education and English as a Second Language shall not be counted as Vocational Education Training, but may be counted under Adult Education.
- A.63. The Contractor shall provide application assistance for Pell Grant and assist the client in seeking PELL Grant eligible training courses with specific industry credentialing or measurable skill outcomes such as recognized certification or licensing.
- A.64. The Contractor shall verify the client's participation hours in educational or training activities and provide documentation from the client to support actual hours. The client's case file shall contain official documentation (i.e. dated letter for the current semester/quarter that includes program of



study; course titles, days, and hours; course schedule) to verify enrollment in an organized or accredited vocational education training program and updated as course or schedule changes occur.

- a. Actual hours spent in class, as well as, time spent performing clinical requirements, lab work, and/or practicum/internship hours required for the approved programs are considered to be a part of the primary activity for which it is required and is countable. One (1) study time hour is acquired for each actual hour spent in class, as well as, time spent performing clinical requirements or lab work.
 - b. The client shall report on timesheets/logs for every day of every week in each month. Holidays or unpaid excused absences as determined by policy, but shall be documented on the timesheets/logs. Written documentation to support an excuse absence shall be maintained in the client's case file.
- A.65. The Contractor shall verify client's participation in the vocational education activity and monitor their actual hours. The Contractor shall verify that the actual activity hours reported have been completed on the client's timesheets/logs. The timesheets/logs documentation shall contain original signatures of the client and Contractor's staff person. When the timesheets/logs are incomplete or verification does not validate the activity and/or required hours, the State shall not consider documentation to be in compliance with the client's required work activity.
- A.66. The Contractor shall enter activity hours that have been verified into the State's System of Record within five (5) business days from the end of the calendar week for activities from the previous week. Supporting written documentation shall be maintained in the client's case file.
- A.67. The Contractor shall provide supervision and monitor progress and compliance using weekly case management contacts with the client.

ADULT EDUCATION REQUIREMENTS

- A.68. The Contractor shall work with all Families First/TANF clients that do not have a high school diploma or GED to acquire a diploma or certificate.
- a. The Contractor shall offer GED preparation to All Families First/TANF clients that do not have a high school diploma or GED, who elect to pursue this path, by referring the client to a local Adult Education program to be, tested with either a Test for Adult Basic Education (TABE) or other STATE approved testing instrument. The test results shall be provided to the Contractor and documented in the client's case file and in the State's System of Record.
 - b. Adult Education classes shall address the Knowledge, Skills, and Abilities (KSAs) identified in the Tennessee School Counseling and Career Guidance Standards as articulated in the State Board of Education's Master Plan for Tennessee Schools. Curricula shall incorporate exercises and learning opportunities that replicate the world of work. <http://www.tennessee.gov/education/ci/counsel/>
 - c. The Contractor shall work with community agencies or the Department of Labor and Workforce Development to identify local Adult Education. Adult Education classes shall be taught by experienced, certified instructors or the instructor shall work under the supervision of a certified teacher.
- A.69. The Contractor shall ensure that a client enrolled in Adult Education consists of regular attendances in accordance with the requirements of the secondary school or course of study at a secondary school or in a course of study leading to a certificate of general equivalence (GED) or a high school diploma.
- A.70. The Contractor shall meet with the client and the DHS Client Representative once it is has been determined, with support documentation from the Adult Education Program, that the client is not



making satisfactory progress toward an educational goal after three (3) months from the date of enrollment.

- A.71. The Contractor shall verify client's participation hours is in educational or training activities and provide documentation from the client to support actual hours. The client's case file shall contain official documentation (i.e. dated letter that includes program dates/days and hours) to verify enrollment and the Contractor shall obtain updated documentation from the client as schedule changes occur.
- a. Actual hours spent in class and lab hours required for the approved programs are considered to be a part of the primary activity for which the hours are required and are countable. One (1) study time hour is acquired for each actual hour spent in class, as well as, time spent performing clinical requirements or lab work.
 - b. The client shall report on timesheets/ logs for every day of every week in each month. Holidays or unpaid excused absences as determined by policy, but shall be documented on the timesheets/logs. Written documentation to support an excused absence shall be in the client's case file.
- A.72. The Contractor shall verify client's participation in the adult education activity and monitor their actual hours. The Contractor shall verify that the actual activity hours reported have been completed on the client's timesheets/logs. The timesheets/logs documentation shall contain original signatures of the client and Contractor's staff person. When the timesheets/logs are incomplete or verification does not validate the activity and/or required hours, the State shall not consider documentation to be in compliance with the client's required work activity.
- A.73. The Contractor shall enter activity hours that have been verified into the State's System of Record within five (5) business days from the end of the calendar week for activities from the previous week. Supporting written documentation shall be maintained in the client's case file.
- A.74. The Contractor shall provide supervision and monitor progress and compliance using weekly case management contacts with the client.

JOB SKILLS TRAINING DIRECTLY RELATED TO EMPLOYMENT REQUIREMENTS

- A.75. Job skills training directly related to employment is training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. For the most part, individuals in job skills training directly related to employment will be in short-term skills training programs, which shall be reflected in the client's ICP.
- A.76. Job skills training is generally provided in a work place atmosphere with limited classroom activity. These activities may include both customized and general training to prepare an individual for employment, such as literacy and language instruction.
- A.77. Job skills training activities are short-term (usually less than three (3) months) and may include, but are not limited to the following such as key boarding, business machine operations, fork lift operator, safety/first aid classes, food preparation, landscaping, auto maintenance, data entry, telecommunications, and client service skills, but is not a competency-based or certificate training program.
- A.78. Job skills training shall be directly related to a specific job. Personal enrichment classes, such as home and garden, money matters, dance and music are not acceptable for job skills training directly related to employment.
- A.79. The Contractor shall work with employers to develop employment opportunities that are congruent with the employer needs in Tennessee. Demand occupations for Tennessee may be found at the following website: http://www.State.tn.us/education/cte_council/publications.shtml



- A.80. The Contractor shall verify client's participation hours in job skills training directly related to employment educational/training and provide documentation from the client to support actual hours. The client's case file shall contain official written documentation (i.e. letter that includes program of study; course titles, days, and hours; course schedule) to verify enrollment in an organized or accredited vocational/education training program and updated as course or schedule changes occur.
- a. Actual hours spent in class, as well as, time spent performing clinical requirements, lab work, and/or practicum/internship hours required for the approved programs are considered to be a part of the primary activity for which the hours are required and are countable. One (1) study time hour is acquired for each actual hour spent in class, as well as, time spent performing clinical requirements or lab work.
 - b. The client shall report on timesheets/logs for every day of every week in each month. Holidays or unpaid excused absences as determined by policy, but shall be documented on the timesheets/logs. Written documentation to support an excused absence shall be maintained in the client's case file.
- A.81. The Contractor shall verify client's participation in the job skill training directly related to employment activity and monitor their actual hours. The Contractor shall verify that the actual activity hours reported have been completed on the client's timesheets/logs. The timesheets/logs documentation shall contain original signatures of the client and Contractor's staff person. When the timesheets/logs are incomplete or verification does not validate the activity and/or required hours, the State shall not consider documentation to be in compliance with the client's required work activity.
- A.82. The Contractor shall enter activity hours that have been verified into the State's System of Record within five (5) business days from the end of the calendar week for activities from the previous week. Supporting written documentation shall be maintained in the client's case file.
- A.83. The Contractor shall provide supervision and monitor progress and compliance using weekly case management contacts with the client.

SUBSIDIZED AND UNSUBSIDIZED EMPLOYMENT

- A.84. The use of subsidized employment is based on the availability of public funds to offset some or all of the wages and costs of employing an individual and upon the State's approval in writing. In the event public funds are available, the Contractor shall assist each client in finding employment placement in unsubsidized positions.
- A.85. The Contractor shall assist each client in finding employment placement in unsubsidized positions. The Contractor shall assist each client in finding employment placement in unsubsidized positions. The clients that are referred or re-enter the program that are already employed with unsubsidized or subsidized employment shall be assisted by the Contractor to enhance the client's employability skills that will lead to an increase in weekly hours worked and/or wages or a promotion. The Contractor shall document this goal and any efforts to attain this goal in the client's ICP. The Contractor shall develop job placements for Families First/TANF clients that are congruent with the employers' needs.

ATTENDANCE, HOLIDAY, EXCUSE AND UNEXCUSED ABSENCES

- A.86. Actual hours spent in class, as well as, time spent performing clinical requirements, lab work, and/or practicum/internship hours required for the approved programs are considered to be a part of the primary activity for which the hours are required and are countable. One (1) study time hour shall be acquired for each actual hour spent in class, as well as, time spent performing clinical requirements or lab work. Unsupervised study hours are tied to the actual number of class hours and cannot be counted when class is not in session. When clients are not in class, they are



required to be in an alternate activity. However, if the instructor is available during spring break and willing to oversee study time, the supervised study hours can be counted in addition to the alternate activity hours. All participation hours shall be reported on timesheets/logs for every day of every week in each month.

- A.87. The method of verification of actual hours shall be dependent upon the client's activity and/or composition of the class. For instructional activities, timesheets/logs shall be used to verify attendance in conjunction with official schedules and letters from institutions verifying the instructional and/or lab hours. The Contractor shall obtain verification of the client's educational/vocational training or job training directly related to employment program or schedule changes and/or withdrawals. Any adjustments with activity hours shall be documented in writing on the client's ICP and in State's System of Record within five (5) business days from the end of the calendar week for activities from the previous week. Supporting written documentation shall be maintained in the client's case file.
- A.88. The Contractor shall follow State holiday policy to the extent possible under the federal guidelines for clients assigned to the Work Experience, Community Service, Job Search/Job Readiness, Job Skills Training, Vocational Education and Education Directly Related to Employment activities. Families First/ TANF clients will be allowed ten (10) holidays under the federal guidelines. The designated days are: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Holiday hours are countable and shall not exceed the client's participated or scheduled hours for that particular day. Participation and non-participation hours on a non-allowable holiday (for which the site requires participation) will be counted the same as any other scheduled activity day that is not a holiday. The State's System of Record has been programmed to allow the above ten holidays. The State reserves the right to substitute holidays when a designated holiday falls on a Saturday or Sunday.
- A.89. Clients in the Families First/TANF Program are expected to participate in assigned activities for the number of hours specified in the client's ICP. If a client is participating in an educational/vocational training program and on a break (i.e. fall break, spring break, Christmas break, summer break), the client shall be assigned to another work activity to meet their Families First requirement until program starts back.
- A. 90. For clients in unpaid work activities, an absence is only "excused" if appropriate written documentation supports the absence. The following criteria shall be used for granting excused absences from scheduled unpaid work activities:
- a. Illness;
 - b. Medical appointments of the client or family member;
 - c. Court-appearance;
 - d. Attendance at school functions for children, i.e. parent/teacher conferences;
 - e. Attendance at required meetings with social service agencies;
 - f. Required in the home due to illness of another family member;
 - g. Family emergency and bereavement, using reasonable standards of an employer;
 - h. Bad weather, using reasonable standards of an employer;
 - i. Absent or late due to client's or spouse's job interview, when the hours cannot be counted as job search; and/or
 - j. Governor-declared "State of emergency" for the county or locality, either where the client resides, or where assigned to participate
- A.91. In order to count an excused absence as actual hours of participation, the client shall have been scheduled to participate in an allowable work activity for the period of the absences.
- A.92. The State allows a total of eighty (80) absence hours to count as participation in a rolling twelve (12) month period, not to exceed sixteen (16) hours in a month. The excused absence policy applies to unpaid activities only. This includes work experience and community service, where



there is an "employer" but no wages. An absence occurs when a client misses any part of a scheduled day of an applicable activity. The absence policy is not applicable to employment.

- A.93. The Contractor shall document excused absences in State's System of Record within five (5) business days from the end of the calendar week for activities from the previous week. Supporting written documentation shall be maintained in the client's case file. The Contractor shall ensure that the client's written timesheets/logs coincide with the information entered into the State's System of Record.

CONCILIATION PROCESS

- A.94. The Contractor shall engage clients who are non-compliant with their work component activity requirements within a five (5) consecutive business day period prior to referring the client's case to the State for good cause determination and possible sanctions for non-compliance and determine if sanctions will be imposed.
- A.95. On the first day, following the date of non-compliance, the Contractor shall send a written notice to the client to inform the client of his/her non-compliance.
- A.96. The Contractor shall attempt at a minimum two (2) telephone calls to the client within the five (5) business day conciliation period. Telephone calls shall be conducted on different days and at different times.
- A.97. If the client fails to become re-engaged after the written notice and the telephone contact attempts, the Contractor shall refer the client to the State for good cause determination and possible sanctions. The initial ICP appointment notification letter does not constitute written notice for this purpose.
- A.98. The Contractor shall document all attempts to fully engage the client in the State's System of Record and in writing in the client's case file.

CLIENT ENGAGEMENT/RE-ENGAGEMENT REVIEWS

- A.99. To achieve positive outcomes, the Contractor shall fully engage all clients assigned using a client-centered approach that focuses on the client rather than content or situation.
- a. Contractors shall, in partnership with client and the DHS Client Representative, tap into clients' motivation and identify clients' skills and capacities, existing resources, challenges, and the support needed to meet their short-term and long-term goals.
 - b. The Contractor shall monitor and document all occurrences of engagement and attempts in writing in the client's case file, the client's progress throughout their participation in the TANF program.
- A.100. The Contractor shall meet in-person with each client regularly, at least once a week, to assess barriers until the client begins meeting his/her required weekly participation hours. Thereafter, the Contractor shall meet in-person with the client on a bi-weekly basis to assess barriers, weekly work program participation, and to monitor the client's progress against the ICP goals.
- Once the client becomes employed, the Contractor shall conduct the bi-weekly meetings by phone only if an in-person meeting creates a barrier to the client. For clients that are employed, the Contractor shall assist the client enhance his/her employability skills in a manner that will lead to an increase weekly hours and/or wages or a promotion.
- A.101. The Contractor shall conduct and/or participate in reviews, along with the client and the DHS Client Representative, to discuss the client's progress at three (3), six (6), and nine (9) month intervals, and earlier if circumstances deem necessary. Based on information discussed during the review, the Contractor, in collaboration with the client and the DHS Client Representative,



shall develop a corrective action plan that identifies and connects the client to additional support or services to ensure sufficient progress towards employment or to retain employment.

- A.102. These review meetings should empower the client to make decisions about their short-term and long-term goals to achieve self-sufficiency through employment and encourage the client to develop a plan that is achievable. The Contractor shall maintain written documentation of all client reviews (to include barriers identified and addressed, outcome and any action steps taken) in the client's case file.
- A.103. The Contractor shall oversee all clients and monitor client participation in core and non-core Families First/TANF activities. The Contractor shall ensure that each client in its caseload is either engaged in an activity, in the process of enrolling in an activity, has been recommended for an exemption, or referred to the Department for determination of non-compliance.
- A.104. The Contractor should re-engage clients who are in danger of going into sanction, and who returned as a result for new referral by giving focused attention to these clients and their needs. The Contractor shall look for previously unidentified or new barriers as referenced in Section A.2. The goal of the re-engagement review process is also to reconnect the client in their case plan activities or to identify suitable activities if the current activities are inappropriate.

The "re-engagement" review process is performed to ensure the following:

- a. Individual Career Plan (ICP) are created in partnership with clients and others (i.e. DHS Client Representative, counseling service provide);
- b. Activities on the ICP are appropriate;
- c. Clients are aware of their rights and responsibilities; and
- d. Assessment for barriers are completed and documented in the State's System of Record and in writing in the client's case file.

TRANSPORTATION AND SUPPORT SERVICES:

- A.105. Transportation and Support Services funds are available to assist the Families First/TANF clients in the elimination of barriers to participate in required work activities and to achieve self-sufficiency through employment. The Contractor shall allocate a minimum of 10% of the annual maximum liability towards transportation and support services.
- a. Transportation:
 - i. The Contractor shall ensure that each referred client has transportation as soon as possible, if necessary, to comply with the work activity requirement. Any available community transportation resources shall be utilized in addition to the Contractors transportation funds to meet the needs of the client. A client's transportation assistance shall not be delayed when a community resource cannot be identified.
 - ii. The Contractor shall offer transportation assistance in the form of cash reimbursement, bus cards, or reloadable gas cards. The Contractor shall also utilize taxi and van services as forms of transportation for the client. The Contractor shall be liable for all transportation service payments.
 - iii. Transportation reimbursement in the form of gas card, or cash reimbursement shall be offered at a minimum of five dollars (\$5) per day (when the client elects to provide his/her own transportation). If the client is required to cross a county line to



attend a work component, an additional one dollar (\$1) per day shall be added to their transportation rate. The form of transportation stipend issued shall be at the client's discretion and shall not pose additional hardships on the client's ability to participate in their work component activity.

- iv. The Contractor shall verify and document in writing in the clients' case file that the client is active and in compliance with assigned work activity each week prior to issuing transportation stipends. In the event a client has modified work activity hours, the Contractor shall verify the client's compliance with modified hours prior to issuing transportations stipends.

b. **Support Services:**

- i. The Contractor shall provide support services to the client to assist in overcoming barriers to achieving short- and long-term goals including employment and/or educational goals. The Contractor shall, upon notification from the DHS Client Representative, provide support services that will appropriately assist the client in removing barriers. In the event the State is unaware of a client's need for a support service(s) to overcome an immediate barrier, the Contractor shall provide the service(s) without seeking prior approval from the State.
- ii. The Contractor shall verify and document in writing in the clients' case file that the client is in compliance with their work activity at least a month prior to authorizing support services. In the event, the client's circumstances require services before this period; the Contractor shall contact the State to determine if the service is allowable prior to one month of client participation.
 - a. If community service resources are accessed to provide support services at reasonable rates, the service shall not pose an additional hardship on the client and the quality of services shall not be compromised.
 - b. If the client needs transportation to access the services, the Contractor shall provide the necessary assistance in the form of gas card, bus card or other methods used by the Contractor.
- iii. The Contractor shall not provide support services for any medical services covered by TennCare, Medicare and/or other medical insurances. The Contractor shall work in collaboration with the DHS Client Representative to confirm that there are no other available resources for payment such as TennCare or other health/dental insurance.

- A.106. Support services shall include, but are not limited to, uniforms, interview clothing, specialized tools for training program, licenses and/or certification testing fees, vehicle repairs, medical services (i.e. hearing aids, dental service, optical), and counseling to address barriers to employment and/or educational goals.

Vehicle Repair Services:

- a. A personal vehicle that needs repairs may be a barrier to the successful compliance of the ICP for some clients. The use of funds for vehicle repairs shall not to exceed twelve hundred dollars (\$1200) per client in a twelve (12) month period for clients who meet the guidelines.



- i. Typical repairs may include:
 - a. The replacement of parts such as starters, batteries, belts, brakes and tires or items required by the Department of Safety and Homeland Security.
 - b. When emission testing is required for vehicle license renewal, funds may be used for repairs after documentation of test failure is provided.
 - c. Repairs that are required by the Department of Safety and Homeland Security in order to operate the vehicle on public roadways. The Department of Safety and Homeland Security requires vehicles have a front windshield and a rear bumper. The client shall provide documentation of having received a citation from either local law enforcement or Tennessee Highway Patrol.
- ii. Bodywork and routine maintenance (i.e. oil change, filter replacements, tire rotation/alignments) is prohibited due to a lack of available funding.
- iii. All reimbursements for vehicle repairs are to be made directly to the Vendor. Reimbursements shall not be made directly to the client.
- iii. All approved repairs shall make the vehicle operational. The Contractor shall work with the DHS Client Representative to determine which repairs are absolutely necessary to make the vehicle operational.
- iv. The authorized cost of repairs cannot exceed the total value of the vehicle.
- v. The Contractor shall notify the client, at the time of the request for assistance, of the required documentation to submit to process the request (i.e. the client's car registration, valid driver's license, and proof of liability insurance, at a minimum, to verify that the client owns the vehicle and it is insured prior to assistance).

b. Dental Services

- i. The Contractor shall provide dental services to clients in order for the clients to successfully participate in a work activity to obtain employment and/or educational goals. The DHS Client Representative and the Contractor have a responsibility to act on the observations of serious cosmetic dental problems and other dental conditions, which are apparent employment barriers.
- ii. The use of funds for dental services shall not exceed twelve hundred dollars (\$1200) per client in a twelve (12) month period to provide limited repairs for a client who meets the guidelines.
- iii. The Contractor shall verify that dental work is necessary to address the immediate problem of the client. Typical services may include:
 - a. Extractions;
 - b. Bridges (fixed or removable) only if they are less costly than partials or complete dentures;
 - c. Full and partial dentures; and/or
 - d. Amalgam restorations (crowns and fillings).



c. Optical Services

- i. Some Families First/TANF clients may need glasses or contact lens to participate successfully in a work activity or employment. TennCare and Medicare provides only limited or no optical services to clients.
- ii. The use of funds for optical services shall not exceed four hundred dollars (\$400) per client in a twelve (12) month period to provide limited repairs for a client who meets the guidelines.
- iii. The Contractor shall verify that a visual problem prevents the full and satisfactory participation in a work component and there are no other available resources for payment such as civic clubs (i.e. Lion's Club Eye Bank).
- iv. Optical assistance shall be authorized when a new or change in prescription and/or if glasses or contact lens are lost or damaged.

Documentation Requirements for Transportation and Support Services

- A.107. The Contractor shall verify weekly attendance hours prior to issuance of transportation assistance and support services. Documentation of the client's receipt of transportation assistance and support services shall be included in the client's case file and in the State's System of Record within three (3) days business of issuance.
- A.108. The Contractor shall transmit the Transportation and Support Services Report to the State no later than the twentieth (20th) day of the month following the reporting month in a format and content as established by the State.

REPORTING REQUIREMENTS

- A.109. In an effort to demonstrate a client's success, it is critical to aggregate client outcome data so that the State is able to gauge if clients are better off as a result of the services provided. The primary focus of monitoring and evaluating activities is to gather data about a comprehensive set of performance indicators and performance measures, which are used to document clear, specific program outcomes.

The Contractor shall submit all reports to the State no later than the twentieth 20th day of the month following the reporting month in a format and content in accordance with requirements established by the State. Program reports shall include:



Performance Outcomes Report

Performance Measure Outcomes	Description	Proof of Evidence Outcome Attained
<p>20% of total client’s unemployed and assigned to job search/job readiness shall obtain and maintain at least part-time employment.</p>	<p>Clients that are referred to the Contractor that are unemployed, which includes those with modified hours, cases returned for good cause determination, and cases returned after sanction.</p>	<p>Contractor shall submit the following evidence to the State to verify proof of this outcome:</p> <ul style="list-style-type: none"> • Written documentation in the client’s case file of improved interviewing skills and resume preparation through structured and/or one –on-one job readiness activities, provide job leads (specific to the employment obtained), and/or provide completion of job coaching/ job skills training; and • Paper copies of check stubs/ payroll from employer or verification provided by a third party employment verification agency. (ie: The WorkNumber)
<p>25% of total clients assigned to Community Service or Work Experience shall obtain and maintain at least part-time employment.</p>	<p>Clients that are referred to the Contractor that are assigned to Job search (twelve (12) weeks maximum), Community Service (three (3) months maximum), and/or Work Experience (three (3)months maximum) over the contract year are removed from these activities and assigned to other core or non-core activities based on the specified time limits.</p>	<p>Contractor shall submit the following evidence to the State to verify proof of this outcome:</p> <ul style="list-style-type: none"> • Documentation of reassignment of activity in State’s System of Record (timely and accurately entered) and written documentation in the client’s case file. • Written documentation of client participation in structured activities including signed time sheets, case contact notes in client files and the documentation in State’s system of record. • Paper copies of check stubs/ payroll from employer or verification provided by a third party employment verification agency. (ie: The WorkNumber).
<p>15% of total clients assigned to job skills training directly related to employment shall be employed at least part-time.</p>	<p>Clients that are referred to the Contractor that are assigned to non-core education related training, which includes internship, externship, or apprenticeship.</p>	<p>Contractor shall submit the following evidence to the State to verify proof of this outcome:</p> <ul style="list-style-type: none"> • Documentation of reassignment of activity in State’s System of Record (timely and accurately entered) and



		<p>written documentation in the case file;</p> <ul style="list-style-type: none"> • Paper copies of check stubs/ payroll from employer or verification provided by a third party employment verification agency (ie: The WorkNumber); and • Official written documentation (i.e. letter that includes program of study; course titles, days, and hours; course schedule) to verify enrollment in an organized or accredited vocational education training program and updated as course or schedule changes occur.
<p>15% of total clients enrolled part/ full-time in a certified education or training program longer than a planned academic year shall be employed, at least part-time.</p>	<p>Clients that are referred to the Contractor that are enrolled in school part/full-time to include post-secondary education, vocational education, and training/ certification programs.</p>	<p>Contractor shall submit the following evidence to the State to verify proof of this outcome:</p> <ul style="list-style-type: none"> • Official written documentation (i.e. letter that includes program of study; course titles, days, and hours; course schedule) to verify enrollment in an organized or accredited vocational education training program and updated as course or schedule changes occur. • Paper copies of check stubs/ payroll from employer or verification provided by a third party employment verification agency (ie: The WorkNumber).
<p>25% of total clients without a high school diploma or GED shall attain a high school diploma or GED.</p>	<p>Clients that are referred to the Contractor that are enrolled in a high school diploma or GED program, at least part-time, and have attained their high school diploma or GED certificate before or by the end of the contract year.</p>	<p>Contractor shall submit the following evidence to the State to verify proof of this outcome:</p> <ul style="list-style-type: none"> • Verification of client’s enrollment in an Adult Education program. • Verification of client’s attainment of certificate /diploma from an Adult Education program.



<p>25% of total clients employed part-time shall increase their weekly employment hours by a minimum of 10 hours per week in their chosen career path.</p>	<p>Clients that are referred to the Contractor part-time (under 30 hours) who have increased weekly employment hours by 10 hour or more to the Contractor that are unemployed, which includes those with modified hours, cases returned for good cause determination, and cases returned after sanction.</p>	<p>The Contractor shall provide the following documentation as evidence to meet this outcome if the client obtained full-time employment, increased weekly hours by a minimum of 10 hours or a promotion (achieve higher position within the same company or with a different company);</p> <ul style="list-style-type: none"> • Paper copies of check stubs/ payroll from employer or verification provided by a third party employment verification agency. (ie: The WorkNumber)
<p>25% of the total clients employed 30 hours per week or more Families First/TANF cases shall be closed due to an increased earned income.</p>	<p>Clients that are referred to the Contractor that are employed 30+ hours weekly for a minimum of six consecutive months, which include those cases returned for good cause determination and cases returned after sanction.</p>	<p>The Contractor shall provide the following documentation as evidence to meet this outcome if the client obtained full-time employment, increased weekly hours that may result in case closure, in wage increase, or a promotion (achieve higher position within the same company or with a different company);</p> <ul style="list-style-type: none"> • Paper copies of check stubs/ payroll from employer or verification provided by a third party employment verification agency. (ie: The WorkNumber)

a. The Client/Contractor Activity Report shall contain:

- i. Number of active adult Families First/TANF caseload who are employed: part-time (less than thirty (30) hours), full-time (thirty (30) hours or more), self-employed.
- ii. Number of Families First/TANF adults participating in the following work component activities: Community Service, Work Experience, Job Search/Readiness Assistance, Adult Education (GED), Vocation Education/Job Skills training.

Number of Community Service and Work Experience sites that lead to a bona fide job.
- iii. Number of job placements and Job placement rate: Obtain employment within three (3) months, six (6) months, and nine (9) months or more.
 - Report the industry types
 - Report the wages ranges:
- iv. Number of clients who retained employment for three (3), six (6), nine (9) and twelve (12) months.



b. The Transportation and Support Services Report shall contain:

- i. Report in detail the type of transportation assistance given to the client as well as the amount spent on each transaction.
- ii. Supportive Services report is combined with the transportation report and entails expenditures used by the contractor to assist the client in purchasing (uniforms, specialty tools, optical (eyeglasses), etc.) Each item purchased should be reported with quantity, and amount spent.

c. The Barriers Report shall:

Detail any barrier identified by the client and/or contractor that may cause difficulty for the client in attaining their goals. This report shall consist of:

- i. each barrier identified;
- ii. the date the barrier is identified; and
- iii. notation of the client/contractor progress in resolving the barrier along with date barrier is resolved.

CLIENT INCENTIVE PAYMENTS

A.110. Incentive payments are used to recognize the progress clients make in the Families First/TANF program toward employment and to motivate clients to attain self-sufficiency. This shall include bonuses for clients who meet and/or complete educational/ vocational training or credentialing benchmarks such as a GED or other form of educational or training accreditation. The State shall reimburse the Contractor for all allowable incentive payments made to clients for which the Contractor can document in writing that the client achieved the incentive point in accordance with the terms of this contract.

- a. Education or vocational training program(s) completion incentive: The Contractor shall pay each client, who completes the education or training program(s) specified in the client's ICP and is subsequently determined employable due to this attainment. The client shall receive a one (1) time incentive payment for the following achievements:
 - i. GED or High School Diploma: Two-hundred dollars (\$200)
 - ii. Completing vocational education courses that lead to a diploma/ certification: Two-hundred dollars (\$200)
 - iii. Completion of structure job readiness training and obtain full-time employment within thirty (30) days: Seventy-five dollars (\$75)
- b. Employment Incentives: The Contractor shall pay each client who enters employment and retains the job as described below. The total incentive payment shall not exceed eight hundred dollars (\$800) per client per twelve (12) month calendar period. A client's employment participation months must be consecutive for both the six (6) month and the twelve (12) month retention periods.
 - i. Three-hundred dollars (\$300) when the client retains the same job for six (6) months; or
 - ii. Five-hundred dollars (\$500) when the client retains the same job for twelve (12) months; or



- iii. Work allowances for clients that transition off of Families First/TANF due to increase in wage earnings shall receive a one (1) time payment of Five-Hundred dollars (\$500).

CASE FILE MAINTENANCE AND DOCUMENTATION REQUIREMENTS

- A.111. The Contractor shall develop and maintain a system to manage documentation and ensure compliance with the State. The Contractor shall provide all necessary written documentation to support performance outcomes.
- A.112. The Contractor shall develop and maintain a process for monitoring each client's case file to ensure accurate and updated written documentation is contained in each file.
- a. The Contractor shall keep detailed, complete, accurate and secure paper-based case files that document in writing all contacts and interactions that the Contractor has with each client.
 - b. The case file shall include all assessment-related documents (i.e. career, barrier), State referral form, intake form, the signed ICP and any amendments, weekly documentation of the hours the client's work activities participation (i.e. activity logs/timesheets), documentation of all employment jobs (i.e. timesheets, paychecks that coincide with client's pay period, stipend receipts, employment verification form third party employment verification agency (i.e., The WorkNumber), progress notes from education/training programs, community service, or work experience sites, attendance records, excused absence notifications, good cause verification, enrollment verification in educational/vocation/job skills training program, incentive payment receipts, issuance of transportation and/or support services, letters of contact and attempts, and conciliation letters.
 - c. For clients employed less than one (1) month:
The Contractor shall maintain a written employer statement in the client's case file to include all pertinent client and company information to include the following: client's personal information full name, address, and contact number; date of hire; title of position; total hours worked weekly; rate of pay; pay frequency; and employer's information consisting of: the company name, address, contact number, title of person completing form and their signature and date completed.
 - d. For clients employed one (1) month or more:
The Contractor shall maintain paper copies in the client's case file to include at least two (2) pay stub(s) or payroll data system print outs that are no more than two (2) weeks old and contain all pertinent client and company information to include the following: client's full name; start and end dates per pay period; total hours worked per pay period; hourly wage; gross wage amount; net wage amount; and employer's information to include company name, address, contact number, title of person completing form, their signature and date completed. The Contractor shall obtain updated pay stubs/pay roll data documents during the weekly or bi-weekly contact, as required, with the client.
 - e. For Self-employed clients who are employed less than one (1) month:
The client shall provide a completed self-employment calendar in a format and content as established by the State that details the amount earned for each day worked.
 - f. For Self-employed clients who are employed for one (1) month or more: The client shall provide the Contractor two (2) completed self-employment calendars. If a client has been self-employed more than sixty (60) days, the client shall provide two (2) completed self-employment calendars (current month of application or review month and the previous month) or the 1099 form for the previous tax year, or the 1040 income tax form and income documentation submitted for the current year or previous year.



- A.113. The Contractor shall ensure that employed clients are engaged in thirty (30) hours per week of work activities. If the Contractor is unable to obtain adequate documentation from the client to verify employment hours and wages, the Contractor shall:
- call the employer and document the outcome in the State System of Record;
 - send a certified letter to the employer and request written employment verification;
 - request the employer to fax a copy of the client's timesheet for hours worked; and/or
 - third party employment verification agency (i.e., The WorkNumber).
- A.114. The State shall not accept the following as employment verification for any client's employment status: client's statement of employment without supporting documentation; printed screens from State System of Record or other data management systems; incomplete employer statements; incomplete self-employment calendars or self-employment calendars where clients earn less than minimum wage; and pay stubs that are older than the period specified in Section A.112.
- A.115. The case file shall document referrals made to outside services agencies and include case notes that describe each interaction with the client and the services provided. Client files shall include documentation of good cause determinations, conciliations, and the status of the client's sanction or exemption for the client to be removed from the Contractor's caseload due to non-compliance. The Contractor shall make case files available for review by State upon request.
- A.116. The Contractor shall ensure that a complete copy of the client's file is transferred to a subsequent contractor immediately upon being notified the client has moved to another Contractor District or, in any other situation where a new Contractor, or the State, assumes responsibility for the client.
- A.117. The Contractor shall destroy sensitive client information when the documentation is no longer required. The method of destruction shall conform to all applicable State and Federal laws, and with any instructions from the State. The Contractor shall notify the State in writing of the names of all clients' files that are destroyed within three (3) days of their destruction.

PROGRAM INTEGRITY

- A.118. The Contractor shall ensure the following information has been verified and entered into the State's System of Record within five (5) business days from the end of the calendar week for activities from the previous week or as changes occur with the client's work activity:
- verify each client's activity hours and enter only the activity hours that have been verified by the Contractor into the State's System of Record;
 - maintain and/or update the written/paper documentation of the client's assigned work activities in the client's case file; and
 - maintenance of written/paper documentation and data entry in the State's System of Record shall occur for all of the following:
 - Current activities and planned hours for each client;
 - Weekly attendance and amount of hours completed for each work activity, including excused and unexcused absences as required;
 - Notices of non-compliance with program requirements and any attempts to engage the client.
- A.119. The Contractor shall report any changes in a client's employment status to the State as soon as they become known to the Contractor. The Contractor shall provide the client's employer's name, employment hours, rate of pay, and any other changes in status regarding work activities as soon as they become known to the Contractor.



- A.120. The Contractor shall develop and submit to the State for approval in writing, within fourteen (14) business days from receipt of a fully executed contract, a self-evaluation and internal monitoring process to include programming and financials, the frequency of monitoring reviews, and steps used to implement corrective action regarding individual and subcontractor performance, if applicable.
- a. Should the Contractor decide to revise and update its material and content, the Contractor shall submit the updated materials for written approval to the State and highlight any revisions made to the document.
 - b. The State shall review the Contractor's proposed revisions and provide written feedback.
 - c. The Contractor shall process requested changes and re-submit the material to the State for final approval. The Contractor shall not use the revised process until it has been approved in writing to State.
 - d. The Contractor shall provide a list of potential subcontractor(s) and the services they provide for review and approval in writing to the State.

OTHER REQUIREMENTS AND SERVICES

- A.121. The Contractor shall provide ongoing and direct support, such as conflict resolution and barrier mitigation, to clients engaged in education, training, and work experience opportunities.
- A.122. The Contractor shall help clients retain employment by addressing family or other issues that inhibit the client's ability to keep his/her job, mediating between employers and clients when appropriate, and helping clients remove emerging barriers to work. Proposed retention efforts include, but are not limited to, onsite job visits, conflict resolution, employment counseling and mentoring, and barrier mitigation. The Contractor shall develop and operate a process for receiving, investigating, addressing, and reporting all client complaints that are received directly or forwarded (i.e. internally, the State, Legislative Body, and Governor's Office).
- A.123. The Contractor shall be available during regular business hours (Monday through Friday, 8:00am to 5:00pm) to meet with and answer client inquiries. Regular business hours shall be based on the Contractor's location and time zone assignment. This includes having a phone line available that can handle multiple calls at one time, or confidential voicemail/ answering machine that is able to take messages during non-business hours. Procedures shall be established to ensure that all voice messages/recordings are regularly checked and cleared. All inquiries shall be addressed within twenty-four (24) hours or by the next business day.
- A.124. The Contractor shall provide written correspondence in Spanish when Spanish is the primary language of the client. Until the Contractor has independently determined that English is the primary language of the client, all written correspondence shall include a copy of the State-provided six (6) language notice attached to the correspondence. The six (6) language notice is for the purpose of facilitating communication between the client and Contractor when English is not the primary language.
- A.125. The Contractor shall develop a client satisfaction survey questionnaire to gauge the client's experience of the appropriateness, quality, and effectiveness of the services they are receiving from the Contractor. The satisfaction survey questionnaire shall be submitted to the State for approval in writing.

Once the questionnaire has been approved by the State, the Contractor shall administer the survey using a sample of the Contractor's active client caseload every six (6) months. Contractor shall include the results of the survey as part of the Contractor's annual performance evaluation report to the State.



COMMUNITY RELATIONSHIPS AND RESOURCES

- A.126. The Contractor shall coordinate and collaborate with agencies, schools, colleges, employers, family counseling vendors, and other agencies at the State and local government levels to develop work programs and strategies for Families First/TANF clients to transition to self-sufficiency.
- A.127. The Contractor shall refer clients to appropriate services (e.g. health services, child care) and community supports (e.g. free professional clothing, food banks) that can assist the client in addressing his/her challenges. The Contractor shall coordinate these services for the client and closely monitor the client. The Contractor shall ensure that the client is availing him/herself of the services and progress is being made in mitigating the client's barriers. If the Contractor deems the barriers to be more complex and for a longer duration, the Contractor shall report the case to the DHS Client Representative within three (3) business days to discuss the appropriate course of action. If additional outside resources are needed, the Contractor shall verify with the DHS Client Representative to determine if the client's participation hours can count towards the job readiness work activity.
- A.128. The Contractor shall ensure that clients are connected and engaged in the appropriate work activities, as outlined in the client's ICP. The Contractor shall evaluate the efficacy of the services the client is receiving by monitoring the client's progress against the ICP and by soliciting client feedback on services being provided by third party entities. This feedback shall be documented in the State's System of Record and the written document shall be kept in the clients' case file.

CONTRACTOR'S STAFFING LEVELS

- A.129. The Contractor shall maintain the minimum staff levels set out below depending on the size of its caseload.

Role	600 Clients	900 Clients	1200 Clients	1500 Clients	1800 Clients	2100 Clients	2500+ Clients
Program Director	1	1	1	1	1	1	1
Program Manager	1	1	1	2	2	2	3
Employment Specialist	9	12	15	18	22	26	31
Business Developers	3	3	5	5	7	7	9

- a. The Contractor shall maintain job descriptions, resumes, and annual evaluations on each staff person. The State acknowledges that, from time to time, the Contractor may not be fully staffed to the minimum levels because of staff turnover and lead-time in hiring new personnel. The Contractor shall provide updated information to State within thirty (30) calendar days of the day of a change in personnel and a written narrative of all actions it has taken to maintain the minimum staff levels.
- b. The Contractor shall maintain an organizational chart that shows the reporting relationship and function of key staff persons. The Contractor shall maintain adequate staff to cover employment and career counseling, data entry/documentation in State's System of Record, maintenance of written/paper documentation, job development, wraparound case management and client tracking.



- c. The Contractor shall make all personnel materials, for staff performing services under this contract, available to the State upon request for the purpose of verifying required qualifications.
- d. The Contractor shall maintain adequate staffing levels and provided services for counties in the assigned district.

Minimum Staff Requirements and Qualifications

A.130. The Contractor shall provide staff experienced in assisting low-income individuals increase their skills and education, prepare for employment, find and retain stable jobs. The Contractor shall maintain the following minimum staff positions to work with referred clients:

- a. Program Director: The Program Director shall provide overall accountability for program performance, quality of service, and contractual commitments, as well as strategic, fiscal and operational leadership. Although the Program Director is not expected to maintain day-to-day oversight of program operations, the Program Director is responsible for analyzing program performance and making decisions to ensure that goals and objectives are being met. The Program Director is also responsible for developing the staffing plan and ensuring that the plan is properly executed.

The Program Director shall:

- i. possess a minimum of a Bachelor's Degree in business, management, or a related field from an accredited college or university;
 - ii. have experience in a leadership role in an organization that provides adult learning, workforce development, career training, employment placement or other related employment services targeting populations similar to the Families First/TANF population;
 - iii. demonstrated competencies in communication, strategic planning, problem solving, financial management, team leadership;
 - iv. have strong organizational and business management skills.
- b. Program Manager: The Program Manager is responsible for ensuring the maintenance of the written/paper documentation in the clients' case files, documentation in the State's System of Record, and verification of any documentation provided by the client related to attendance, absences, and enrollment in educational programs that is collected/gathered and entered by the Contractor's Employment or Job Specialist.

The Program Manager shall:

- i. Graduate from an accredited college or university with a bachelor's degree;
- ii. Substitution of Graduate Course Work for Experience: Additional graduate course work credit received from an accredited college or university in any social and/or behavioral science may substitute for the required experience on a month-for-month basis, to a maximum of two years (e.g. 36 graduate quarter hours in one or a combination of the above listed fields may substitute for one year of the required experience);
- iii. demonstrate ability to manage and operate an effective adult learning, workforce development, or employment placement business;
- iv. demonstrate competencies in communication, strategic planning, problem solving, financial management, team leadership;



- v. have knowledge of Families First/TANF clients and the challenges they typically face;
 - vi. have strong interpersonal and staff management skills;
 - vii. have excellent analytical skills;
 - viii. be computer literate and highly proficient at using Microsoft Office.
- c. Employment Specialists: The Employment Specialist shall also be responsible for documenting all activities and information in the State's System of Record as well as maintaining the written/paper documentation related to attendance, absences, enrollment and any other information gathered from the client in the client's case file.

The Employment Specialists shall:

- i. Graduate from an accredited college or university with a bachelor's degree and experience equivalent to three years of professional social services work.
 - ii. Substitution of Graduate Course Work for Experience: Additional graduate course work credit received from an accredited college or university in any social and/or behavioral science may substitute for the required experience on a month-for-month basis, to a maximum of two years (e.g. 36 graduate quarter hours in one or a combination of the above listed fields may substitute for one year of the required experience);
 - iii. possess prior experience working with populations similar to the District's Families First/TANF clients;
 - iv. be proficient in facilitation and coaching;
 - v. be an effective communicator;
 - vi. be computer literate;
 - vii. be able to create stimulating learning environments and keep clients engaged;
 - viii. have a mastery of all the key activities that clients shall complete to successfully gain and retain employment.
- d. Job Developers: Job Developers shall be experienced at building professional relationships with the employer community and leveraging those relationships to create a pipeline of job openings. Job Developers shall conduct ongoing research and monitoring of the employers' needs within the state. Job Developers shall work closely with the Employment Specialist to place Families First/TANF clients in to develop job placements that are congruent with Tennessee employers' needs. The Job Developer shall focus on both the number and quality of placements to develop and maintain ongoing personal contacts with private, public, non-profit and religious organizations to promote and create opportunities for placing Families First /TANF clients in work activities. Job Developers shall explain to prospective employers the financial benefits the employer will receive upon hiring Families First /TANF clients, and outline the employment supports and retention services that the Contractor shall provide to the Families First /TANF client after the employer hires the client. Job Developers shall make contact with employers and seek to match available job openings with client interest and abilities. Job Developers shall leverage their relationships with employers to actively develop specialized work slots that may become bridges to full-time employment. The State recommends that Job Developers have prior experience in working with populations similar to the District's Families First /TANF clients.



A Job Developer shall:

- i. possess a minimum of a Bachelor's Degree from an accredited college or university or a minimum of three years of experience conducting work slot and job development and placement activities;
- ii. possess strong and successful work slot and job development and placement track record;
- iii. have established relationships with employers in the contract District area;
- iv. have excellent communication and organizational skills;
- v. be resilient and outcome driven;
- vi. be able to work quickly and efficiently to make relationships with prospective employers and achieve job placements for Families First /TANF clients.

TRAINING REQUIREMENTS, CONFIDENTIALITY REQUIREMENTS AND DATA SECURITY PROTOCOL

A.131. The Contractor shall train staff to ensure that they understand the State's program requirements and guidelines, fiscal policies and procedures, client case file maintenance and documentation, and computer confidentiality requirements.

The Contractor shall attend, at a minimum, four (4) meetings/trainings during the contract period. (i.e.: Topics may include, but are not limited to, launching new initiatives, decreasing audit issues, client outreach and engagement, improving internal monitoring and program integrity, the Four Disciplines of Execution (4DX), or performance enhancement).

A.132. The Contractor shall continually provide updates to Contractor's staff to ensure that Contractor's staff is fully informed of any changes in State's program requirements and guidelines, fiscal policies and procedures, and/or confidentiality requirements. The Contractor shall maintain documentation to demonstrate those changes were communicated to their staff via training or memorandum.

A.133. All Contractor staff with access to the State's System of Record shall complete a State Computer Security Agreement immediately upon access being granted by the State and annually thereafter. The computer security training and refresher training shall be provided by the State annual or as needed.

A.134. The Contractor shall follow the State's data security protocol in order to have access to the State's System of Record. The Contractor shall notify the State immediately upon reasonable cause to believe that a breach of system security has occurred. The Contractor shall notify the State of any staff terminations with access to the State's System of Record by the timeframe in the State's Computer Security Agreement.

A.135. The Contractor shall ensure that the Contractor's computers are compatible with the State's hardware and software, and shall maintain compatible e-mail accounts in order to communicate with, and receive information from the State by e-mail.

CORRECTIVE ACTION AND LIQUIDATED DAMAGES

A.136. The Contractor shall submit a Corrective Action Plan, which shall be subject to the State's written approval, describing its strategy(ies) for complying within fourteen (14) calendar days following Contractor notification by the State.

- a. A Corrective Action Plan is required for the following situations:



- i. When the State's monitoring of the Contractor's compliance with any internal and/or external audit reviews that result in observations and/or findings;
 - ii. When the State's monitoring of the Contractor's documentation for compliance with client engagement and employment data validation, reveals that items being validated have a greater than five percent (5%) error rate; or
 - iii. When the Contractor fails to meet Performance Measures Outcomes.
- b. For failure to comply with case file maintenance and documentation in the State's System of Record, as defined in Section A, that result in audit findings on the basis of quality reviews, monitoring reviews, or audits conducted by the Department of Human Services or the State of Tennessee Comptroller's Auditors, confirming such failure, the Contractor shall be held liable for the overpayment detected by such audit to be assessed in the form of an invoice reduction.
- c. For failure to comply with case file maintenance and documentation in the State's System of Record to validate issuance of support services and transportation assistance, as defined in Section A.105-108, that results in audit findings on the basis of quality reviews, monitoring reviews, or audits conducted by the Department of Human Services or the State of Tennessee Comptroller's Auditors confirming such findings, the Contractor shall be held liable for any payments received but not earned.
- d. Subject to Section A.136 a., Liquidated Damages will be assessed against Contractor as follows:
- i. For failure to meet all Performance Measures Outcomes a five percent (5%) reduction shall be applied to the total amount invoiced for each applicable six (6) month period indicated below ("Measurement Period") for each of the following contract years:
 - a. January 1, 2015 through June 30, 2015
 - b. January 1, 2016 through June 30, 2016
 - c. January 1, 2017 through June 30, 2017
 - ii. For failure to meet all Performance Measures Outcomes, a ten percent (10%) reduction shall be applied to the total amount invoiced for each applicable six (6) month period indicated below ("Measurement Period") for each of the following contract years:
 - a. July 1, 2015 through December 31, 2015
 - b. July 1, 2016 through December 31, 2016
 - c. July 1, 2017 through December 31, 2017
- e. For purposes of assessing liquidated damages, Performance Measure Outcomes will be considered met for any Measurement Period if (i) Contractor has averaged the Performance Measure Outcome over the applicable six-month Measurement Period notwithstanding any failure to meet the Performance Measure Outcomes for any individual month, or (ii) Contractor has not averaged the Performance Measure Outcomes over the applicable six-month Measurement Period, but has concluded a Corrective Action Plan that has resulted in Contractor meeting Performance Measure Outcomes for two consecutive months. The State, in its reasonable discretion, may



waive Liquidated Damages if the Contractor is in the process of implementing, and performing consistent with, an approved Corrective Action Plan. Liquidated damages, if applicable, shall be assessed through a reduction of payment to the Contractor from the January 2015 and June 2015 invoice for insufficient performance for the items outlined above. See section E.21.

STATE RESPONSIBILITIES

- A.137. The State shall assign each client to a DHS Client Representative who shall provide to the client a comprehensive orientation about Families First/TANF program requirements and changes prior to referring the client to the Contractor for assessment and Work Activity engagement
- A.138. The DHS Client Representative shall assess each Families First/TANF client prior to referral to determine the best tier for the client.
- A.139. The State shall refer clients to the Contractor and will share any relevant information with the Contractor.
- A.140. The State shall monitor client progress and Contractor performance.
- A.141. The State shall arrange for the provision of childcare for the dependent children of the client utilizing a network of childcare certificate providers.
- A.142. The State shall update the client's case with employment and income information in the State's System of Record for eligibility purposes.
- A.143. The State shall notify the Contractor of changes to the status of the client, including case closure, incapacity decisions, or other factors that affect the Contractor's obligation to serve the client.
- A.144. The State may remove a client from the Contractor's caseload when a referral to the State's Medical Evaluation Unit for a medical review is necessary to determine incapacity or disability.
- A.145. The State shall manage the work activity sanction process for non-compliant clients at the conclusion of the Contractor's five (5)-business day conciliation period.
- A.146. The State shall provide translation services accessible via the telephone and shall provide a copy of the six-language notice guide.
- A.147. The State shall provide the Contractor the access to the State's System of Record, which is necessary to fulfill the contract requirements.
- A.148. The State shall provide access to the Families First/TANF policy manuals and updates to bulletins, memorandums, and any other publications that are required for the Contractor to successfully perform under the contract.
- A.149. The State shall follow the work activity sanction procedures outlined in the Families First/TANF Policy manual. The current policy manual and/or online reference (web link) will be provided upon request. The State shall provide Family First Policy manual updates to the Contractor via e-mail notification.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning October 15, 2014, and ending on December 31, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:



- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Sixty Million, Four Hundred Thirteen Thousand, Six Hundred Fifty-Two Dollars and Twelve Cents (\$60,413,652.12). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1. The Contract start date as shown in Section B through December 31, 2014 is to be utilized by the Contractor as an implementation period without compensation under this Contract. Compensation under the Contract will not be paid to the Contractor until actual service delivery begins January 1, 2015, with the first payment delivered following the first completed month of service, and upon the State's receipt of an invoice in accordance with Section C.5. below.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)		
	January 1, 2015 - December 31, 2015	January 1, 2016 – December 31, 2016	January 1, 2017 – December 31, 2017
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Three (3) for Tier One (1) clients.	\$188.10/ Per Client	\$192.94/ Per Client	\$197.91/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Three (3) for Tier Two (2) clients.	\$169.30/ Per Client	\$174.15/ Per Client	\$179.12/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Three (3) for Tier Three (3) clients.	\$155.31/ Per Client	\$160.15/ Per Client	\$165.12/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Four (4) for Tier One (1) clients.	\$198.70/ Per Client	\$200.00/ Per Client	\$200.00/ Per Client



Monthly per client rate for the provision of services as set forth in Section A of this contract for District Four (4) for Tier Two (2) clients.	\$173.40/ Per Client	\$178.71/ Per Client	\$184.18/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Four (4) for Tier Three (3) clients.	\$161.43/ Per Client	\$166.75/ Per Client	\$172.21/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Six (6) for Tier One (1) clients.	\$181.44/ Per Client	\$186.37/ Per Client	\$191.45/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District six (6) for Tier Two (2) clients.	\$147.50/ Per Client	\$152.44/ Per Client	\$157.52/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Six (6) for Tier Three (3) clients.	\$130.88/ Per Client	\$135.82/ Per Client	\$140.90/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Eight (8) for Tier One (1) clients.	\$166.97/ Per Client	\$170.75/ Per Client	\$175.03/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Eight (8) for Tier Two (2) clients.	\$151.13/ Per Client	\$154.90/ Per Client	\$159.18/ Per Client
Monthly per client rate for the provision of services as set forth in Section A of this contract for District Eight (8) for Tier Three (3) clients.	\$139.42/ Per Client	\$143.20/ Per Client	\$147.48/ Per Client

Per District Funding Based on the Above Fee Schedule				
District	FY 15 January 1, 2015 – June 30, 2015	FY 16 July 1, 2015 – June 30, 2016	FY 17 July 1, 2016 – June 30, 2017	FY 18 July 1, 2017 – December 31, 2017
District Three (3)	\$1,443,273.72	\$2,966,980.68	\$3,049,522.44	\$1,443,273.72
District Four (4)	\$2,001,130.74	\$4,072,909.20	\$4,130,487.96	\$2,001,130.74
District Six (6)	\$1,293,066.36	\$2,664,411.36	\$2,745,000.48	\$1,293,066.36
District Eight (8)	\$5,089,521.54	\$10,425,529.80	\$10,704,825.48	\$5,089,521.54

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Karen Y. Walker, Director of Quality Assurance for Family Assistance Contracts
 Department of Human Services
 400 Deaderick Street 8th floor
 Nashville, TN 37243
 Telephone # (615) 253-4313
Karen.X.Walker@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required 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 Human Services
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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, which 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 documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must



agree with the Contractor's Federal Employer Identification Number or Tennessee Edisor Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to 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 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 months has been, an employee of the State of Tennessee.

- D.7. 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, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The



Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 hereby attests, certifies, warrants, and assures 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 A, hereto, semi-annually during the period of this Contract. Such 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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. Said 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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



- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Karen Y. Walker, Director of Quality Assurance for Family Assistance Contracts
 Department of Human Services
 400 Deaderick Street 8th floor
 Nashville, TN 37243
Karen.X.Walker@tn.gov
 Telephone # (615) 253-4313
 FAX # (615) 313-4929

The Contractor:

Gregary Warmink, Vice President
 Maximus Human Services, Inc.
 1891 Metro Center Dr.
 Reston, VA 20190
gregaryjwarmink@maximus.com
 Telephone # (512) 694-3297
 FAX # (703) 251-8240

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
- (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.
 - (2) Comprehensive Commercial General Liability (including personal injury & 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) aggregate.

- (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.
- (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.7. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA 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 HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such



information without entering into a business associate agreement or signing another such document.

- E.8. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.9. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.10. Public Exigency Service Provision Extension. At the option of the State, the Contractor agrees to continue services for the Department when the Department determines there is a public exigency that requires the contracted services to continue. Continuation of services pursuant to this subsection shall be in six (6) month increments and the total of all public exigency extensions shall not exceed twelve (12) months. Thirty (30) days-notice shall be given by the Department before this option is exercised. The Contractor reimbursement rate during emergency periods shall be the established regular Unit Rates in effect during the last year of this Contract, or as amended during that period and which is effective on the date of the thirty (30) days-notice.
- E.11. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.12. 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. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.13. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.14. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 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 the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- E.15. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.16. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member



of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. 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.

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

- E.17. 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 or disqualified.

- E.18. 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 proposal responding to RFQ-34530-44315 (Attachment B) 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 quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.19. Limitation of Liability. The parties agree that the Contractor's liability 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 intentional torts, criminal acts, or fraudulent conduct.
- E.20. 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 for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

E.21. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a “Breach.”

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages consistent with Section A.136. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in Section A.136. and agrees that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service,



the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach**— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.22. **Partial Takeover**. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.23. **Disclosure of Personal Identity Information**. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals



having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

- E.24. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
- (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:
 - i. 80 percent 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 subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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



- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. 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.
- d. The Contractor will 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/>

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.25. TRANSFER OF CONTRACTOR'S OBLIGATIONS

- E.25.a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
- E.25.b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include
 - 1. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
 - 2. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
 - i. Debt;
 - ii. Assets;
 - iii. Liabilities;
 - iv. Cash flow
 - v. Percentage of the total revenues of the company that are represented by this Contract;
 - vi. The most recent annual financial reports;
 - vii. The most recent annual financial reports filed with government agencies, if applicable.
 - 3. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:
 - 4. the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,



5. an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
 6. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- E.25.c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- E.25.d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
- i. has been debarred from State or Federal contracting in the past five years
 - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.
- The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.25.e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- E.25.f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.
- E.26. Disaster Recovery / Business Continuity Plan. The Grantee acknowledges and assures the State that it has in place a disaster recovery/business continuity plan that may be executed in the event of a natural or man-made disaster. Said plan shall be made available to the State upon request.
- E.27. The Contractor will notify the State within three (3) business days of changes in key personnel as designated by State. The State reserves the right to review and approve any change in key personnel by the contractor.
- E.28. In the event a dispute arises between the parties to this contract regarding a client, the State shall have the final decision making authority.
- E.29. Security Audit. The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those



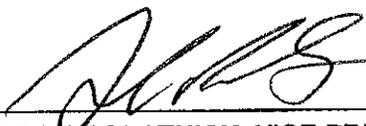
obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: <http://www.tn.gov/finance/oir/security/secpolicy.html>. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

IN WITNESS WHEREOF,

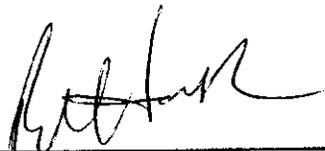
MAXIMUS HUMAN SERVICES, INC.:



ADAM POLATNICK, VICE PRESIDENT & ASST. GENERAL COUNSEL 10/10/14
DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:



RAQUEL HATTER, COMMISSIONER 10/14/14
DATE



ATTACHMENT 1

(Fill out only by selected Contractor)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	RFQ # 34530 - 44315
CONTRACTOR LEGAL ENTITY NAME:	MAXIMUS HUMAN SERVICES, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER (or Social Security number)	[REDACTED]

The Contractor, identified above, does hereby attest, certify, warrant, and assure that 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.

[Handwritten Signature]

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

ADAM POLATNICK *VICE PRESIDENT*

PRINTED NAME AND TITLE OF SIGNATORY

10/14/14

DATE OF ATTESTATION

(Fill out only by selected Contractor)



1891 Metro Center Drive
 Reston, Virginia 20190
 October 14, 2014

Dear Mrs. Karen X. Walker,

MAXIMUS, Inc. is committed to achieving or surpassing a goal of 11% percent spend with certified diversity business enterprise firms on State of Tennessee contract # 34530-44315. Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of 11% participation on the Employment Services and Case Management Contract by using the following diversity businesses:

Supply Contractor Name (i)	Participation Estimate (% of Total Contract Value) (ii)	Service Contract Description (iii)	Ownership Characteristic (i)
Olympic Career Training Institute	3%	Vocational and other types of training	Ethnicity
AllWorld Project Management	2%	Job development and placement	Ethnicity
Kandy Kastle Transportation	0.5%	Transportation Services	Ethnicity
Mercury Cab Company	0.5%	Transportation Services	Ethnicity
Millennium Taxi	0.5%	Transportation Services	Ethnicity
PM Cleaning	1%	Janitorial Services	Ethnicity/Gender
Davis Auto Center	0.5%	Vehicle maintenance and repairs	Service-Disabled Veteran
Associated Dental Group	0.5%	Dentistry services	Ethnicity
Smith Dental	0.5%	Dentistry services	Ethnicity
T&T Auto Repair	0.5%	Vehicle maintenance and repairs	Ethnicity
S.A.S.H Self Advocacy Self Health	1%	Nursing assistant training	Ethnicity/Gender
NATS, Inc. Nurse Assistant Training	1%	Nursing assistant training	Gender

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # 34530-44315.

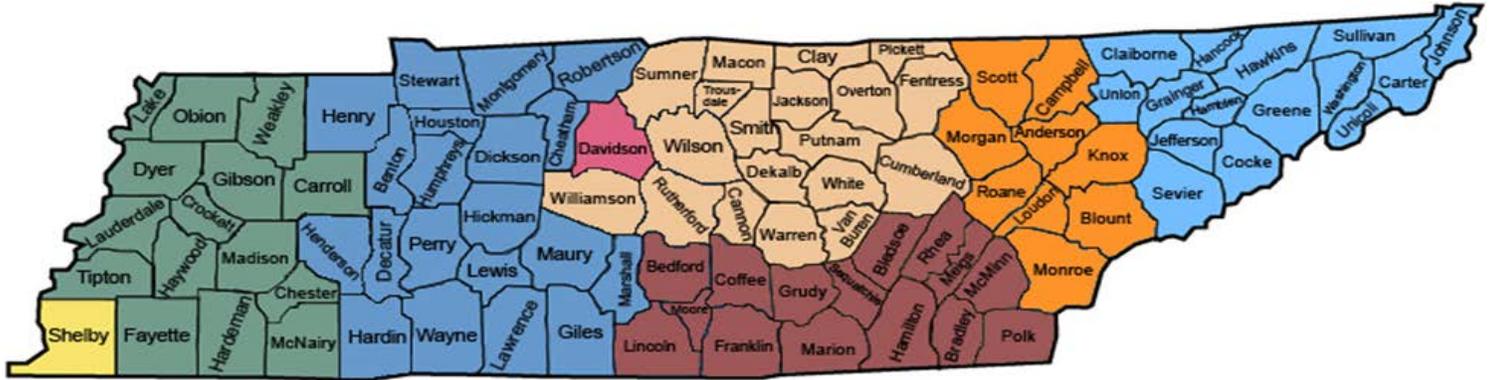
MAXIMUS, Inc. is committed to working with the Go-DBE office to accomplish this goal.

Regards,

Adam Polatnick
 Vice President - Legal Counsel



TENNESSEE DEPARTMENT OF HUMAN SERVICES DISTRICT MAP



DISTRICTS	COUNTIES	Client Caseload Projections by Tiers		
		Tier 1	Tier 2	Tier 3
1	Carter, Claiborne, Cocke, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Sevier, Sullivan, Unicoi, Union, Washington	350	420	363
2	Anderson, Blount, Campbell, Knox, Loudon, Monroe, Morgan, Roane, Scott	645	423	450
3	Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Rutherford, Smith, Sumner, Trousdale, VanBuren, Warren, White, Williamson, Wilson	601	421	362
4	Bedford, Bledsoe, Bradley, Coffee, Franklin, Grundy, Hamilton, Lincoln, Marion, McMinn, Meigs, Moore, Polk, Rhea, Sequatchie	939	435	443
5	Benton, Cheatham, Decatur, Dickson, Giles, Hardin, Henderson, Henry, Hickman, Houston, Humphreys, Lawrence, Lewis, Marshall, Maury, Montgomery, Perry, Robertson, Stewart, Wayne	958	415	384
6	Davidson	746	287	289
7	Carroll, Chester, Crockett, Dyer, Fayette, Gibson, Hardeman, Haywood, Lake, Lauderdale, Madison, McNairy, Obion, Tipton, Weakley	1071	470	296
8	Shelby	2629	1508	1301

Client caseload numbers are approximate and based on the Families First/TANF population served as of March 07, 2014 by the Employment and Case Management Services programs. The client caseload projection numbers are subject to change at any point in time.



ATTACHMENT C

GLOSSARY

Barriers Assessment	Assessment tool designed to help the Contractor identify the presence of a wide variety of challenges and potential work barriers of a client. The tool shall also help to identify the presence of certain barriers which have not been well-identified through less formal and/or less structured assessment protocols. Those barriers may include, but are not limited to, lack of employment experience, learning disabilities, a criminal record, substance abuse, limited English proficiency, mental health disorders, and/or domestic violence.
Bulletins	Written communications from the Department of Human Services to all related field offices and associated program Contractors that serve to introduce, discuss and clarify any policy changes or amendments and System updates.
Business Days	Days the State of Tennessee is schedule to operate.
Career Assessment	A career evaluation based on the client's needs, wishes, interests, and skills in relation to current/future availability of specific employment opportunities and needs within a defined environment.
Caseload	Refers to the number of Families First/TANF clients (or cases) that the Contractor is serving in a given period or at any given point in time.
Child Care Providers	Individuals/agencies that provide child care for a fee – this fee is paid by the Department of Human Services - to provide Child Care for Families First/TANF clients who are engaged in work/training activities
Client-Centered Approach	An approach to client engagement that aims or focuses on the client rather than content or situation. Contractors in partnership with clients, tap into clients' motivation and identify clients' skills and capacities, existing resources, challenges, and the supports they need to meet their short- and long-term goals.
Client Referral	The process by which the DHS Client Representative will send the Families First/TANF client to the Contractor for employment preparation, placement, and retention services.
Client Representative	A DHS staff member who is responsible for guiding the Families First/TANF client through the Families First/TANF Program and assisting the client and Contractor, as needed, with issues related to the provision of employment preparation and placement.
Community Service Programs	Structured programs and embedded activities in which individuals perform work for the direct benefit of the community under the auspices of public or nonprofit organizations. Community service programs must be limited to projects that serve a useful community purpose in fields such as health, social service, environmental protection, education, urban and rural redevelopment, welfare, recreation, public facilities, and public safety. Community service programs are designed to improve the employability of individuals not otherwise able to obtain unsubsidized full-time employment, and must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.



ATTACHMENT D (Continued)

Conciliation Process	Process which the Contractor shall utilize to engage clients who are non-compliant with their work activity requirements within a five (5) business day period prior to referring the client's case to the State for non-compliance determination.
Contractor District	A county or counties for which the Contractor shall be responsible. Currently ninety-five (95) counties have been divided into eight (8) Districts across the State.
Countable Hours	Hours in a core or non-core education/ training that can be counted toward the clients required work activity component.
Counseling Services	A Families First/TANF support service developed to assist clients in managing or overcoming barriers that compromise their ability to move toward self-sufficiency through employment based on the client's barriers assessment. Professional services and guidance is provided to clients to assist them in gaining insight into complex situations and help them to make positive decisions related to their education, career, and/or personal development.
Core Families First/TANF Activities	Federally mandated activities that include: subsidized/ unsubsidized private or public sector employment, work experience, on-the-job training, job search and job readiness assistance, community service programs, vocational educational training, and work experience.
Deemed Hours	The deemed hours are calculated as follows: Families First TANF Benefit + SNAP Benefit/Minimum Wage = Number Of Deemed Hours.
Engagement	Client participation in training/work activities.
Error Rate	Percentage of errors that are identified by the reviewer during a validation sample review of the Contractor's client case file and data entered into the State's System of Record.
ELL-English Language Learner	An activity to teach non-English or non-fluent English speaking individuals English that can be counted as a non-core activity.
Fair Labor Standards Act (FLSA)	Federal law providing that subsidized jobs must pay participants wages that are equal to or exceed applicable Federal or State minimum wage (also applies to Work Experience hours).
Families First (FF) Program	Tennessee's TANF program is an employment goal-oriented, time limited assistance program for families with dependent children.
Families First/TANF Lifetime Limit	The limit of time during a client's life, that he/she may receive Families First/TANF cash payments.
Families First/TANF Client	An individual who is receiving a monthly Families First/TANF cash payment.
Families First/TANF Orientation	A clear explanation of the Families First/TANF, program including the Personal Responsibility Plan requirements, work and training requirements, child care, supportive services, penalties and processes, which is given by the Families First/TANF DHS Client Representative.
Full Engagement	Participation in thirty (30) hours of countable activities, with a minimum of twenty (20) hours in core activities and the remaining ten (10) hours in core or non-core activities or any combination thereof.



Full-Time Employment	The activity of being regularly scheduled to work for wages for a set number of hours each week (thirty (30) hours or more weekly). Full-time employment often comes with benefits that are not typically offered to part-time, temporary, or flexible workers, such as annual leave, sick leave, and health insurance. Earnings/wages are calculated on the currently hourly wage.
Good Cause	Acceptable reason(s) for failure to participate in a work/training activity, i.e., family death, disaster, accident, jury duty, etc.
Individualized Career Plan (ICP)	Plan developed by the Contractor and Families First/TANF client in which the client agrees to engage in certain work/training activities for the purpose of ultimately gaining employment. It may also be referred to as an “individualized” employment plan (IEP).
Incapacity	Deemed to exist when one parent has a physical or mental defect, illness, or impairment. Claims shall be supported by competent medical testimony and must be of such a debilitating nature as to reduce substantially or eliminate a parent’s ability to support or care for the otherwise eligible child and be expected to last for a period of over thirty (30) calendar days.
Job Readiness Assistance and Job Search	Activity that helps the client with seeking or obtaining employment or preparation to seek or obtain employment, including life skills training, substance abuse treatment, mental health treatment, or rehabilitation activities for those who are otherwise employable. The purpose of these job related activities are to prepare the client for employment or program component participation so that he/she can be competitive and succeed in the labor market. Job readiness training may be offered before, in conjunction with or after the job search assignment.
Job Skills Training Directly Related To Employment	Training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Training is generally provided in a work place atmosphere with limited classroom activity. These activities may include both customized and general training to prepare an individual for employment, such as literacy and language instruction. Training activities are short-term (usually less than three (3) months) and may include, but are not limited to the following: key boarding, business machine operations, fork lift operator, safety/first aid classes, food preparation, landscaping, auto maintenance, data entry, telecommunications, and client service skills, but is not a competency based or certificate training program. Training must be directly related to a specific job.
Job Retention and Progression Activities	Activities or services provided by the Contractor that will assist the Families First/TANF clients in maintaining a job and moving toward higher pay, a better position, or increased knowledge, skills, and/or responsibility within their chosen careers.



Liquidated Damages	Dollar amount assessed when the Contractor fails to comply with case file maintenance and documentation in the State's Systems Record as defined in Section A that results in findings, the Contractor shall held liable for the question cost; and for failure to meet all Performance Measure Outcomes.
Memorandums	Written communications from the Department of Human Services to all related field offices and associated program Contractors that serve to introduce, discuss and clarify any procedure changes.
Non-Core Families First/TANF Activities	Non-core Families First/TANF activities include adult education and job skills training directly related to employment.
Part-Time Employment	Part-time employment is defined as working less than thirty (30) hours per week. While part-time employees may occasionally work more hours in a particular workweek, or in a series of workweeks, that by itself will not change their employment status.
Pre-proposal Conference	Conference to discuss the Request for Quotient (RFQ) Scope of Services.
Proposal Evaluation Team	A team made up of three or more State employees chosen to assess each Technical Proposal.
Question Cost	Cost that is questioned by an auditor because of an audit finding: (1) which resulted from a violation or possible violation of a provision of a contract governing the use of grant funds; (2) where the costs, at the time of the audit, are not supported by adequate documentation; or (3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.
Rural Counties	Small Towns and Villages with fewer than one thousand (1000) residents.
Sanction	Penalty, assessed by DHS, which can result in cash termination resulting from a client's non-compliance with a work/training requirement, without good cause.
Scope of Services	Portion of the contract defining the services, responsibilities, and accountability needed to provide Families First/TANF Case Management and Employment Services.
Six Language Notice Guide	Publication that includes a statement in English, Spanish, Bosnian, Somali, Arabic, Kurdish-Bandinani, and Kurdish-Sorani that refers clients to a telephone number for language assistance with correspondence – the attachment is to be included with all information mailed to Families First/TANF clients.
State's System of Record	ACCENT (Automated Client Certification and Eligibility Network for Tennessee) is the current Department of Human Services electronic eligibility and case management system for Families First/TANF and Supplemental Nutrition Assistance Program (SNAP).
Subsidized private sector employment	Employment in the private sector for which the employer receives a subsidy from Families First/TANF or other public funds to offset some or all of the wages and costs of employing an individual.
Subsidized public sector employment	Employment in the public sector for which the employer receives a subsidy from Families First/TANF or other public funds to offset some or all of the wages and costs of employing an individual.



Support Services	Services paid by the Contractor to assist the Families First/TANF client's participation in work and/or training activities – may include but are not limited to uniforms, special tools for training program, licenses and/or certification testing fees, vehicle repairs, medical services, optical services, dental services, and counseling, etc.
TANF (Temporary Assistance for Needy Families)	A block grant created by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to achieve four purposes: (1) provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives; (2) end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; (3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and (4) encourage the formation and maintenance of two-parent families.
TANF Assistance Unit (AU)	The group of people applying for or receiving Families First/TANF cash assistance benefits.
Translation Services	Service for a fee provided by an agency/individual to the Contractor for the purpose of translating for a non-English speaking individual in person or by telephone. The State shall pay for the existing phone translation services. The Contractor may provide other services that include translation of written materials provided to non-proficient English speaking participants.
Transportation Assistance/Services	Funds paid by the Contractor to the client to offset the costs associated with travel to and from the work activities and work.
Unsubsidized employment	Full or part-time employment in the public or private sector that is not subsidized by Families First/TANF or any other public program.
Urban Counties	An urban area is characterized by higher population density, 50,000 or more population, plus adjacent territory that have a high degree of social and economic integration with the core as measured by commuting ties. There are 10 urban areas in Tennessee, as counted by the Census Bureau: Memphis, Nashville-Davidson-Murfreesboro-Franklin, Knoxville, Chattanooga, Clarksville, Johnson City, Kingsport-Bristol, Jackson, Cleveland, and Morristown.
Vocational Education/Training	Organized educational programs that are directly related to the preparation of individuals for employment in current or emerging occupations. Vocational education training must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate. There is a statutory twelve (12) -month limitation on participation in vocational education, i.e. states can only count one year of participation in vocational educational training for any individual toward the work participation rate.



<p>Wraparound Case Management</p>	<p>With an emphasis on coordination of services to address the complex needs of, wraparound case management is a set of activities that aim to deliver a more comprehensive set of services to achieve positive outcomes for the client. Key case management activities include an in-depth assessment engaging the client to evaluate the client's situation, defining the client's long-term and short-term goals, developing a detailed and individualized career plan to achieve the client's goals, and coordinating applicable services (internally or thorough community services/resources) to ensure that the client is making progress according to the individual career plan. The Contractor functions as the lead in assuring service coordination.</p>
<p>Work Experience</p>	<p>A work activity, performed in return for Families First/TANF benefits, which provides an individual with an opportunity to acquire the general skills, knowledge, and work habits necessary to obtain employment. The purpose of work experience is to improve the employability of those who cannot find unsubsidized full-time employment. This activity must be supervised by an employer, work site sponsor, or other responsible party on an ongoing basis no less frequently than once in each day in which the individual is scheduled to participate. There must be a reasonable expectation that the placement will lead to a bona-fide position that is or will be become available at the agency</p>