TN Division of
Health Care Finance & Administration

June 24, 2016

Mark White, Chairman
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

Attention: Ms. Leni Chick

Dear Chairman White:

The Department of Finance and Administration, Division of Health Care Finance and Administration (HCFA), is submitting for consideration by the Fiscal Review Committee two (2) amendments to competitively procured contracts.

We are submitting amendment #1 to XEROX State Healthcare, LLC (previously doing business as ACS State Healthcare, LLC) Edison # 27833. This amendment extends the term of the contract for an additional year beyond the original five (5) year term, for which we have received an Approved Rule Exception Request from Central Procurement and the Comptroller's Office. The TennCare Medical Appeals process (including the contractor's responsibilities in operating the Medical Appeals call center) is governed by a federal court Consent Decree commonly referred to as the *Grier* Consent Decree or *Binta B.* Consent Decree. After more than two decades of being required to operate under this Consent Decree, a federal court ruled in the summer of 2015 that the Consent Decree will be vacated as of December 31, 2016, so long as the State is not held in contempt for violating the Consent Decree between the date of the federal court order and December 31, 2016. Given the importance to the State, in general, and to HCFA, in particular, of having this Consent Decree vacated in full on December 31, 2016, HCFA believes that it would be wise to allow this long-standing contractor to continue performing the vital role they are performing through December 31, 2016 in order to avoid any confusion or disruption to our enrollees when calling in medical appeals.

Additionally, we are submitting for Committee review amendment #1 to the contract with Truven Health Analytics, Inc. (Edison # 39377), currently providing operations and maintenance to the All Payers Claims Database (APCD). This amendment exercises the State's option for a one (1) year term extension and funding to support this extension.

HCFA respectfully submits the above referenced contract amendments for consideration and approval by the Fiscal Review Committee.

Sincerely,

Casey Dungan
Chief Financial Officer

cc: Darin J. Gordon, Deputy Commissioner

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Alma Chilton	*Contact Phone:	615-507-6384
*Presenter's name(s):	William Aaron		
Edison Contract Number: *(if applicable)*	#27833	RFS Number: *(if applicable)*	31865-00333
*Original or Proposed Contract Begin Date:	September 1, 2011	*Current or Proposed End Date:	August 31, 2016
Current Request Amendment Number: *(if applicable)*		1	
Proposed Amendment Effective Date: *(if applicable)*		August 31, 2016	
*Department Submitting:		Department of Finance and Administration	
*Division:		Division of Health Care Finance & Administration	
*Date Submitted:		June 24, 2016	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:		N/A	
*Contract Vendor Name:		XEROX State Healthcare, LLC (previously doing business as ACS State Healthcare, LLC)	
*Current or Proposed Maximum Liability:		$5,657,518.00	
*Estimated Total Spend for Commodities:		N/A	

*Current or Proposed Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY: 2017
$780,438.00	$1,170,520.00	$1,170,520.00	$1,170,520.00	$1,170,520.00	$195,000.00

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from Edison) **Attached**

FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY: 2017
$768,168.00	$1,146,797.25	$1,095,752.00	$1,148,105.11	$1,014,144.90 **(thru 5/16)**	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A

Supplemental Documentation Required for Fiscal Review Committee

IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A		
*Contract Funding Source/Amount:			
State:	$2,828,759.00	Federal:	$2,828,759.00
Interdepartmental:		*Other*:	
If "*other*" please define:			
If "*interdepartmental*" please define:			

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)

Method of Original Award: (*if applicable*)	Request for Proposal (RFP)
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	$5,657,518 including monthly amounts for appeals and additional funds should monthly volume exceed certain amount (Section C.3) Cost Determined by Cost Proposal
*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.	This contract was competitively procured, not a sole source.
Provide information on the circumstances and status of any disciplinary action taken or pending against the vendor during the past 5 years with state agencies/ departments, professional organizations, or through any legal action.	No disciplinary actions identified.
In addition, please provide any information regarding the due diligence that the Department has taken to ensure that the vendor is not or has not been involved in any circumstances related to illegal activity, including but not limited to fraud.	HCFA googled this contractor and did not identify any illegal activity. Language in the contract requires immediate notification to the state regarding illegal activity or fraud if discovered during the term of this Contract.

XEROX State Healthcare, LLC
(formerly ACS State Healthcare, LLC)
Edison Contract ID: 27833
Vendor #: 0000035276

CONTRACT EXPENDITURES BY FISCAL YEAR
(Payment Detail Attached)

FY 2012	**$768,168.00**	
FY 2013	**$1,146,797.25**	
FY 2014	**$1,095,752.00**	
FY 2015	**$1,148,105.11**	
FY 2016	**$1,014,144.90**	(Expenditures through May 2016)
TOTAL	**$5,172,967.26**	

XEROX State Healthcare, LLC
Edison Contract ID: 27833
Vendor ID: 0000035276

FY 2012 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Payment Date	Sum Amount
2012	31865	00423245	71671111	12/30/2011	$96,021.00
2012	31865	00442773	71671112R	2/3/2012	$96,021.00
2012	31865	00451396	71671201	3/2/2012	$96,021.00
2012	31865	00476877	71671202	4/4/2012	$96,021.00
2012	31865	00493132	71671203	5/3/2012	$96,021.00
2012	31865	00505099	71671204	6/1/2012	$96,021.00
2012	31865	00527561	71671205	7/3/2012	$96,021.00
2012	31865	00538782	71671206	8/3/2012	$96,021.00

Total FY 2012: **$768,168.00**

FY 2013 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Payment Date	Sum Amount
2013	31865	00557604	71671207	9/5/2012	$96,021.00
2013	31865	00578780	71671208	10/10/2012	$96,021.00
2013	31865	00593492	71671209	10/26/2012	$96,021.00
2013	31865	00606448	71671210R	12/7/2012	$97,566.25
2013	31865	00621087	71671211	1/4/2013	$96,021.00
2013	31865	00634833	861752	2/7/2013	$96,021.00
2013	31865	00655216	875621	3/15/2013	$96,021.00
2013	31865	00672790	885903	4/12/2013	$96,021.00
2013	31865	00687212	893384	5/3/2013	$96,021.00
2013	31865	00707518	904602	6/7/2013	$96,021.00
2013	31865	00726748	916256	7/11/2013	$96,021.00
2013	31865	00742524	926503	8/9/2013	$89,021.00

Total FY 2013: **$1,146,797.25**

XEROX State Healthcare, LLC
Edison Contract ID: 27833
Vendor ID: 0000035276

FY 2014 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Payment Date	Sum Amount
2014	31865	00757140	934888	9/6/2013	$86,021.00
2014	31865	00771938	946035	10/10/2013	$84,021.00
2014	31865	00786716	954361	11/1/2013	$92,521.00
2014	31865	00806211	964138	12/6/2013	$93,521.00
2014	31865	00821985	973468	12/31/2013	$95,521.00
2014	31865	00840233	985164	2/7/2014	$93,521.00
2014	31865	00858360	996044	3/7/2014	$90,521.00
2014	31865	00872634	1007342	4/4/2014	$88,521.00
2014	31865	00895042	1022978	5/8/2014	$90,021.00
2014	31865	00916729	1032534	6/5/2014	$92,021.00
2014	31865	00929002	1043312	7/3/2014	$95,521.00
2014	31865	00950760	1056455	8/7/2014	$94,021.00

Total FY 2014: **$1,095,752.00**

FY 2015 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Payment Date	Sum Amount
2015	31865	00967185	1065809	9/4/2014	$95,521.00
2015	31865	00987513	1075458	10/3/2014	$96,021.00
2015	31865	01004159	1084963	11/7/2014	$90,521.00
2015	31865	01020646	1092908	12/5/2014	$87,021.00
2015	31865	01040494	1102127	1/7/2015	$95,888.54
2015	31865	01075516	1111731	2/24/2015	$105,950.33
2015	31865	01075511	1118969	3/6/2015	$115,455.83
2015	31865	01091596	1132555	4/8/2015	$97,142.41
2015	31865	01107451	1143226	5/8/2015	$96,021.00
2015	31865	01126632	1156234	6/9/2015	$96,021.00
2015	31865	01141173	1161257	7/2/2015	$96,021.00
2015	31865	01159966	1172330	8/7/2015	$76,521.00

Total FY 2015: **$1,148,105.11**

XEROX State Healthcare, LLC
Edison Contract ID: 27833
Vendor ID: 0000035276

FY 2016 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Payment Date	Sum Amount
2016	31865	01192533	1179548	9/24/2015	$92,934.90
2016	31865	01192534	1188177	10/2/2015	$88,521.00
2016	31865	01243382	1205960	12/30/2015	$96,021.00
2016	31865	01246143	1198422	12/31/2015	$90,021.00
2016	31865	01269390	1221280	2/18/2016	$96,021.00
2016	31865	01269389	1225132	2/18/2016	$96,021.00
2016	31865	01277963	1234326	3/4/2016	$96,021.00
2016	31865	01303418	1250767	4/15/2016	$70,521.00
2016	31865	01335170	1254417	6/16/2016	$96,021.00
2016	31865	01335171	1262727	6/14/2016	$96,021.00
2016	31865	01343112	1271693	Pending	$96,021.00

Total FY 2016: **$1,014,144.90**

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

Michael F. Perry/TLS

Digitally signed by Michael F. Perry/TLS
DN: cn=Michael F. Perry/TLS, o=Central Procurement Office, ou=Chief Procurement Officer, email=toni.stuart@tn.gov, c=US
Date: 2016.06.16 12:09:53 -05'00'

CHIEF PROCUREMENT OFFICER **DATE**

Agency request tracking #	**31865-00333**
1. Procuring Agency	**Department of Finance and Administration Division of Health Care Finance and Administration Bureau of TennCare**
2. Contractor	**XEROX State Healthcare, LLC (previously doing business as ACS State Healthcare, LLC)**
3. Edison contract ID #	**27833**
4. Proposed amendment #	**1**
5. Contract's Effective Date	**September 1, 2011**
6. Current end date	**August 31, 2016**
7. Proposed end date	**August 31, 2017**
8. Current Maximum Liability or Estimated Liability	**$ 5,657,518.00**
9. Proposed Maximum Liability or Estimated Liability	**$ 6,689,770.00**
10. Office for Information Resources Pre-Approval Endorsement Request *– information technology service (N/A to THDA)*	**x Not Applicable** ☐ **Attached**
11. eHealth Pre-Approval Endorsement Request *– health-related professional, pharmaceutical, laboratory, or imaging*	**x Not Applicable** ☐ **Attached**
12. Human Resources Pre-Approval Endorsement Request *– state employee training service*	**x Not Applicable** ☐ **Attached**

13. Explain why the proposed amendment is needed

The purpose of the proposed amendment is to extend the term of the medical appeals call center contract for an additional year beyond what was procured in the RFP and is currently in the contract. This contract was competitively procured through an RFP with an initial term of five (5) years. HCFA has received a rule exception approved by the Central Procurement Office and the Comptroller (attached) to extend this agreement by twelve (12) additional months so that the new contract end date

Agency request tracking #	31865-00333

will be August 31, 2017. On September 1, 2017, HCFA will bring online a contractor to operate this call center under a new, competitively-procured contract. The TennCare Medical Appeals process (including the contractor's responsibilities in operating the Medical Appeals call center) is governed by a federal court Consent Decree commonly referred to as the *Grier* Consent Decree or *Binta B.* Consent Decree. After more than two decades of being required to operate under this Consent Decree, a federal court ruled in the summer of 2015 that the Consent Decree will be vacated as of December 31, 2016, so long as the State is not held in contempt for violating the Consent Decree between the date of the federal court order and December 31, 2016. Given the importance to the State of having this Consent Decree vacated in full on December 31, 2016, HCFA believes that it would be wise to allow this long-standing contractor to continue performing the vital role they are performing through December 31, 2016 in order to avoid any confusion or disruption to our enrollees when calling in medical appeals.

HCFA works tirelessly with all of its contractors prior to their go-live date (and then after the go-live date throughout the entirety of the contract's term) to ensure that disruptions to HCFA's enrollees or to HCFA's daily business operations that may occur due simply to a change in contractors is minimized. However, an unfortunate reality of contractor turn-over is that well-intentioned contractors who are new to the HCFA business often face unanticipated issues and challenges due to the complexity of HCFA's daily operations. These issues and challenges, in turn, may result in unintended impacts on our enrollees, even if only for the briefest of time periods until the matter(s) can be resolved. Given this reality, HCFA believes that avoiding any such unintended consequences a mere four months before it is scheduled to be relieved from the *Grier* Consent Decree in its entirety is of such value to the State as a whole that a twelve-month extension of the current Xerox contract would not only be warranted but would also be desired by all divisions of State government.

In addition to the term extension, the maximum liability is being increased to support the medical appeal services for the additional one year extension of term at a reduction in rates.

14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.

N/A

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)

Larry B. Martin/CD 6/8/2016

cy16-6496

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available here. Send the completed document in PDF format to: Agsprs,Agsprs@tn.gov All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury.

APPROVED	APPROVED
Kevin C. Bartels for Michael F. Perry Digitally signed by Kevin C. Bartels for Michael F. Perry DN: cn=Kevin C. Bartels for Michael F. Perry, o=CPO, ou, email=Kevin.C.Bartels@tn.gov, c=US Date: 2016.03.17 13:14:57 -05'00' CHIEF PROCUREMENT OFFICER	3/18/2016 COMPTROLLER OF THE TREASURY

Agency request tracking #	31865-00333
1. **Procuring Agency**	Department of Finance and Administration Division of Health Care Finance and Administration
2. **Edison contract ID #**	27833
3. **Contractor or Grantee**	Xerox State Healthcare, LLC (previously doing business as ACS State Healthcare, LLC)
4. **Contract's Effective Date**	September 1, 2011
5. **Contract or grant contract's Term** (with ALL options to extend exercised)	72
6. **Contract's Maximum Liability** (with ALL options to extend exercised)	$6,828,038.00
7. **Citation and explanation of the rule(s)** for which the exception is requested	Rule # 0690-03-01-.14(2)(c) – requirement that any multi-year contract shall not be for a period longer than sixty (60) months unless approved by the Chief Procurement Officer as being in the best interests of the State.
8. **Description of requested changes** If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety.	The Department of Finance and Administration, Division of Health Care Finance and Administration (HCFA), is requesting an exception to Rule # 0690-03-01-.14(2)(c). Due to justification for continuation of the current contract cited in Item #9 below, HCFA is requesting a term that exceeds sixty (60) months, with a total contract period, including all optional term extensions, to be seventy-two (72) months.
9. **Justification**	HCFA's current contract with Xerox State Healthcare, LLC, which is a contract under which the TennCare Medical Appeals call center is operated, is set to expire on August 31, 2016. This contract was competitively procured through an RFP with an initial term of five (5) years. HCFA is now asking for a rule exception to extend this agreement by twelve (12) additional months so that

	the current agreement will expire on August 31, 2017. On September 1, 2017, HCFA will bring online a contractor to operate this call center under a new, competitively-procured contract. The TennCare Medical Appeals process (including the contractor's responsibilities in operating the Medical Appeals call center) is governed by a federal court Consent Decree commonly referred to as the *Grier* Consent Decree or *Binta B.* Consent Decree. After more than two decades of being required to operate under this Consent Decree, a federal court ruled in the summer of 2015 that the Consent Decree will be vacated as of December 31, 2016, so long as the State is not held in contempt for violating the Consent Decree between the date of the federal court order and December 31, 2016. Given the importance to the State, in general, and to HCFA, in particular, of having this Consent Decree vacated in full on December 31, 2016, HCFA believes that it would be wise to allow this long-standing contractor to continue performing the vital role they are performing through December 31, 2016 in order to avoid any confusion or disruption to our enrollees when calling in medical appeals. As you know, HCFA works tirelessly with all of its contractors prior to their go-live date (and then after the go-live date throughout the entirety of the contract's term) to ensure that disruptions to HCFA's enrollees or to HCFA's daily business operations that may occur due simply to a change in contractors is minimized. However, as you are also aware, an unfortunate reality of contractor turn-over is that well-intentioned contractors who are new to the HCFA business often face unanticipated issues and challenges due to the complexity of HCFA's daily operations. These issues and challenges, in turn, may result in unintended impacts on our enrollees, even if only for the briefest of time periods until the matter(s) can be resolved. Given this unfortunate reality, HCFA believes that avoiding any such unintended consequences a mere four months before it is scheduled to be relieved from the *Grier* Consent Decree in its entirety is of such value to the State as a whole that a twelve-month extension of the current Xerox contract would not only be warranted but would also be desired by all divisions of State government. We are requesting a twelve (12) month extension so that the first eight months after the anticipated relief from the Consent Decree would similarly not result in unintended consequences to HCFA enrollees. The additional eight (8) months will also insulate the new contractor from unwarranted

	claims that the temporary growing pains associated with going live with a new contract are somehow related to the Consent Decree being lifted. HCFA anticipates having the RFP issued for review by potential bidders on or before March 1, 2017, thus are requesting an exception to a term that exceeds sixty (60) months, with a total contract period, including all optional term extensions, to be seventy-two (72) months.
Signature of Agency head or designee and date Larry B Martin/WK	3/17/16

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00333	27833	FA1236411	01

Contractor Legal Entity Name	Edison Vendor ID
XEROX State Healthcare, LLC	0000035276

Amendment Purpose & Effect(s)
Extends Term and Increases Maximum Liability

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** August 31, 2017

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 1,032,252.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	$390,219.00	$390,219.00			$780,438.00
2013	$585,260.00	$585,260.00			$1,170,520.00
2014	$585,260.00	$585,260.00			$1,170,520.00
2015	$585,260.00	$585,260.00			$1,170,520.00
2016	$585,260.00	$585,260.00			$1,170,520.00
2017	$516,126.00	$516,126.00			$1,032,252.00
2018	$97,500.00	$97,500.00			$195,000.00
TOTAL:	**$3,344,885.00**	**$3,344,885.00**			**$6,689,770.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ 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.

Speed Chart (optional)	Account Code (optional)
TN00000126	70803000

CPO USE

AMENDMENT #1
OF CONTRACT 27833
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
XEROX STATE HEALTHCARE, LLC

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" and Xerox State Healthcare, LLC (as amended herein), 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 A.3.b. is deleted in its entirety and replaced with the following:

   b. Hours of Operation. The Contractor shall operate the TSU Call/Contact Center from 7:00 a.m. to 7:00 p.m. Central Time (CT) Monday through Saturday except on official State holidays.

2. Contract section B.1. is deleted in its entirety and replaced with the following:

   B.1. This Contract shall be effective for the period beginning on September 1, 2011 ("Effective Date") and ending on August 31, 2017, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

3. Contract 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 Six Million Six Hundred Eighty-Nine Thousand Seven Hundred Seventy Dollars ($6,689,770.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

   b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

      (1) For services performed from November 1, 2011 through August 31, 3016, the following rates shall apply:

Service Description	**Amount** (per compensable increment)
Comprehensive Monthly Call Center Rate up to and including 2500 Calls Per Week	$ 96,021.00 / Per Month
Per Call Rate for Answered/Processed Calls Over 2500 Per Week	$8.83 / Per Call

(2) For services performed from September 1, 2016 through August 31, 3017, the following rates shall apply:

Service Description	**Amount** (per compensable increment)
Comprehensive Monthly Call Center Rate up to and Including 2500 Per Week	$ 86,021.00 / Per Month
Per Call Rate for Answered/Processed Calls Over 2500 Per Week	$8.83 / Per Call

5. The following is added as Contract section E.23.:

E.23. Contractor Name. All references to "ACS State Healthcare, LLC" shall be deleted and replaced with "Xerox State Healthcare, LLC."

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 August 31, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

XEROX STATE HEALTHCARE, LLC:

SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:

LARRY B. MARTIN COMMISSIONER **DATE**

CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison Record ID
September 1, 2011	August 31, 2016	31865-00333	27833

Contractor Legal Entity Name	Edison Vendor ID
ACS State Healthcare, LLC	0000035276

Service Caption (one line only)

TennCare Solutions Unit Call/Contact Center

Subrecipient or Vendor	CFDA #
☐ Subrecipient ☒ Vendor	93.778 Dept of Health & Human Services/Title XIX

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	$390,219.00	$390,219.00			$780,438.00
2013	$585,260.00	$585,260.00			$1,170,520.00
2014	$585,260.00	$585,260.00			$1,170,520.00
2015	$585,260.00	$585,260.00			$1,170,520.00
2016	$585,260.00	$585,260.00			$1,170,520.00
2017	$97,500.00	$97,500.00			$195,000.00
TOTAL:	**$2,828,759.00**	**$2,828,759.00**			**$5,657,518.00**

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)

☒ RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
☐ Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
☐ Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
☐ Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
☐ Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all 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.

OCR USE - FA

FA1236411

Speed Chart (optional)	Account Code (optional)	Contract #
TN00000126	70803000	

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
ACS STATE HEALTHCARE, LLC

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Bureau of TennCare, hereinafter referred to as the 'State" or "TennCare" and ACS State Healthcare, LLC, hereinafter referred to as the "Contractor," is for the provision of TennCare Solutions Unit Call/Contact Center, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.
Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 0000035276
Contractor Place of Incorporation or Organization: Delaware

A. SCOPE OF SERVICES:

A.1. 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.

A.2. Call/Contact Center Functions. The Contractor shall assume responsibility on November 1, 2011 to perform the following functions involving medical issues and appeals within the TennCare Solutions Unit Call/Contact Center (TSU Call/Contact Center). Medical issues shall be defined as requests for medical (including physical health and behavioral health) or pharmacy services, reimbursement, billing relief, and health plan changes. Medical appeals shall be defined as requests for reconsideration of adverse actions (denials, delays, reductions, suspensions, terminations) for medical (including physical health and behavioral health) or pharmacy services, reimbursement, billing, and health plan changes.

a. Intake by Phone. The Contractor shall provide the TennCare member or caller on behalf of the TennCare member the opportunity to file a medical issue or appeal by phone, using electronic application-based medical issue/appeal forms that include operator scripts and data fields approved by TennCare (refer to Attachment C, Issue Forms). Handwritten forms shall only be used in cases of emergencies as specified in A.4.a., and with the prior approval of TennCare. All handwritten forms shall be entered into the TennCare database by the Contractor as soon as possible after the emergency.

i. Service Level Agreements (SLA). The Contractor shall provide adequate staff for "live" answering services for an average of 2200 calls per week and shall meet the following Service Levels based on weekly averages of call performance for each queue:

- Call abandonment rate: target of 5% or less
- Average speed of answer: target of 60 seconds or less
- Service level objective: target of 80% of calls answered within 60 seconds

ii. SLA Liquidated Damages. Upon determination that the Contractor has not met one or more of the weekly-averaged SLAs as stated above, TennCare will notify the Contractor of the deficiency and of the resulting liquidated damages. If requested, the Contractor shall provide TennCare with a corrective action plan (CAP) for each deficiency determined, within 24 hours of notification of the deficiency. For purposes of assessing Liquidated Damages for deficient weekly-averaged SLAs, one deficiency shall be defined as one or more instances across multiple queues in which the target for one of the three weekly-averaged SLAs has not been met. Liquidated damages will be deducted from the monthly payments to the Contractor in the amounts stipulated in Attachment B, Liquidated Damages.

iii. Adequate staffing. The Contractor shall develop proactive hiring practices to maintain the capability of responding quickly to staff turnover and absenteeism and/or increases in call volume. The Contractor shall meet the Service Level Agreements as specified in A.2.a.i. and shall be subject to liquidated damages as specified in A.2.a.ii. even in the events of staff turnover and absenteeism and/or increases in call volume.

b. Urgent Situations. The Contractor shall determine those calls of an urgent nature and shall comply with TSU process and policy for urgent situation calls received during normal business hours and for urgent situation calls received at any time other than normal business hours. For purposes of this contract, urgent situations are defined as situations that require action taken for the member before the next business day, AND that the action required is something that TennCare is able to do (refer to Attachment D, Urgent Situation Policies).

c. Information and Referrals. The Contractor shall provide appropriate information and referrals to those callers whose questions or concerns are not issues or appeals.

d. Call Backs. For those callers whose questions or concerns involve the status of existing medical issues or appeals, the Contractor shall perform appropriate research (including consulting with TSU staff) and shall place return phone calls to such callers to provide explanation (refer to Attachment E, Call Back Procedures).

e. Intake by Mail/Fax. Effective January 15, 2012, the Contractor shall receive mail and faxes addressed to the TennCare Solutions Unit and shall file mailed and faxed issues and appeals using electronic application-based issue/appeal forms approved by TennCare. (see A.4.c.i.) The Contractor shall ensure that all original correspondence is electronically scanned and attached to the corresponding records in the TennCare database. The Contractor shall distribute mail and faxes other than issues and appeals appropriately (refer to Attachment F, TSU Mail/Fax Distribution Procedures).

f. Distribution of Issues and Appeals. The Contractor shall submit all issues and appeals electronically to appropriate units within TSU, at specific times and via specific processes as approved by TennCare (refer to Attachment G, Issue Forms Distribution Procedures).

g. Correction of Issues and Appeals. The Contractor shall comply with established processes to make corrections to issue/appeal forms as requested by TSU (refer to Attachment H, Issue and Appeal Forms Correction Procedures).

A.3. Call/Contact Center Operations. The Contractor shall operate the TSU Call/Contact Center in compliance with the following requirements:

a. Location. The Contractor shall operate the TSU Call/Contact Center on-site at TennCare headquarters, 310 Great Circle Road, Nashville, TN with the exception of the hours specified in A.3.b.

b. Hours of Operation. The Contractor shall ensure adequate staff to provide "live" phone service 24 hours/7 days per week, 365 days per year, including weekends and holidays.

At the Contractor's discretion, off-site call center representatives may be utilized from 10:00 pm to 6:00 am, Monday through Friday, and from 6:00 am Saturday through 6:00 am Monday.

i. Off-site call center representatives must be located and operate within the United States.

ii. Off-site call center representatives must comply with staffing requirements as specified in A.3.c., A.3.c.iv., A.3.d.i., A.3.d.ii, and A.3.d.iii.

iii. System access for off-site call center representatives must include InterChange and the TennCare CRM system. The Contractor must provide a phone line to which the call center's toll-free number can be forwarded. The Contractor must provide a Telecommunication Device for the Deaf/Teletypewriter (TDD/TTY) and a separate phone line to which the TDD/TTY toll-free number can be forwarded. The Contractor must provide an adequate method of recording, retrieving, reviewing, and reporting all calls taken by off-site call center representatives.

iv. Answering services shall not be an adequate substitution for off-site call center representatives.

c. Staffing. The Contractor shall staff the TSU Call/Contact Center to perform all Contractor functions as required, described, and detailed by this Scope of Services. All TSU Call/Contact Center staff shall be trained and knowledgeable in customer service, conflict resolution, crisis de-escalation, interpersonal and problem-solving skills, and competent data entry skills, writing skills, and computer operating skills. In addition, staff shall acquire and maintain proficiency in their knowledge of the TennCare Program and the TennCare Medical Appeals process. The Contractor shall, upon request by TennCare, remove staff from their specific job function or project based on performance deficiencies such as but not limited to the lack of knowledge and skills necessary to perform contracted activities. The Contractor shall comply with staff position requirements as follows:

i. Manager. The TSU Call/Contact Center manager shall be located on-site and shall be responsible for all call/contact center functions and operations. This position will work directly with the TennCare Deputy Director of Medical Appeals to maintain acceptable levels of performance at the TSU Call/Contact Center using reporting methods as specified in A.3.g. This position shall also be responsible for managing changes to TSU Call/Contact Center systems and processes in response to changes in TennCare policy and procedure, as requested by TennCare and/or identified by the Contractor.

ii. Trainer/QC. The trainer shall be responsible for developing, maintaining, and updating all materials used in reference and training for the TSU Call/Contact Center. This position will work with all staff to provide a comprehensive training program to the Contractor's newly hired staff and refresher/in-service training to existing staff as specified in A.3.e. This position shall also be responsible for developing and implementing an ongoing Quality Control program as specified in A.3.f, and will work directly with the manager and TennCare QC staff to maintain acceptable quality levels of call performance and data entry at the TSU Call/Contact Center.

iii. Shift leads. Shift leads shall be responsible for direct supervision of phone representatives, for ensuring that phones are logged in and logged out as appropriate for correct coordination of call flow, and for reviewing and compiling all issue/appeal forms prior to distribution to TSU. This position will work with management and training staff to coordinate implementation of process, policy, and training.

iv. Phone Representatives. Phone representatives shall answer incoming calls to the TSU Call/Contact Center, accurately document each call into the CRM system while on the line with the caller, and generate an electronic medical issue or appeal form on behalf of the caller when appropriate. English-speaking phone representatives shall be fluent in English and Spanish-speaking representatives shall be fluent in Spanish; representatives shall be easily understood by English and Spanish-speaking callers respectively for whom such language is their primary spoken language.

v. Call Back Coordinator. Call back outreach shall be conducted by a subject matter expert capable of performing appropriate research (including consulting with TSU staff) and making outgoing calls to callers to provide adequate explanation to their question or concern. At the Contractor's discretion, this position may be combined with the position of shift lead and/or mail/fax intake coordinator.

vi. Mail/fax intake coordinator. Effective January 15, 2012, mail/fax intake shall be conducted by a subject matter expert capable of reviewing a variety of documents received via mail and fax and determining appropriate action necessary in each case. At the Contractor's discretion, this position may be combined with the position of shift lead and/or call back coordinator.

vii. CRM System Programmer/Liaison. The CRM system programmer/liaison shall be capable of performing programming and coding modifications, additions, and deletions in a timely manner as requested by TennCare and/or the Contractor, to reflect TennCare policy and process changes in TennCare's CRM system used by the TSU Call/Contact Center to document calls received and their corresponding medical issues and appeals when appropriate. This position will also interface with the TSU Call/Contact Center manager, TennCare's Information Technology (IT) and Information Systems (IS) staff, and other TennCare contractors following established procedures to ensure timely and seamless implementation of CRM system programming changes and modifications (refer to Attachment I, CRM system Programming/Implementation Procedures). At the Contractor's discretion, this position may perform work off-site from the call/contact center, via a Virtual Private Network (VPN) connection provided by TennCare. If the Contractor utilizes an outside source in providing this CRM system programmer/liaison position, this outside source shall be considered a subcontractor and shall comply with subcontractor requirements as specified in section D.5.

d. Limited English Proficiency (LEP)/Phone Interpreter Services. The Contractor shall provide culturally and linguistically appropriate service to persons with LEP or to persons or agencies who act on behalf of TennCare members with LEP and who call the TSU Call/Contact Center. For purposes of this contract, "persons with LEP" shall be defined as TennCare members or persons who act on behalf of TennCare members who need assistance in a language other than English.

i. Spanish. The Contractor shall provide an adequate number of Spanish-speaking representatives on-site during the hours of 8:00am-5:00pm, Monday through Friday to meet service level agreements as specified in A.2.a.i. In the event that all Spanish-speaking representatives are unavailable and a Spanish-speaking caller requires language assistance, the Contractor may utilize third party telephone Interpreter Services for said call. The Contractor shall monitor the volume of Spanish calls in which Interpreter Services are used to maintain appropriate staffing levels of Spanish-speaking representatives. At times other than 8:00am-5:00pm, Monday through Friday, the Contractor shall provide and maintain access to third party telephone Interpreter Services to provide interpretation to Spanish-speaking callers. If the Contractor utilizes an outside source in providing third party telephone Interpreter Services, this outside source shall be considered a subcontractor and shall comply with subcontractor requirements as specified in section D.5. These services shall be provided at no additional cost to the State.

ii. Other languages. On a 24 hour/7 days per week basis, 365 days per year (including weekends and holidays), the Contractor shall provide and maintain access to third party telephone Interpreter Services for callers with LEP in each of the following languages: Arabic, Bosnian, Kurdish, Somali, and Vietnamese. If the Contractor utilizes an outside source in providing third party telephone

Interpreter Services, this outside source shall be considered a subcontractor and shall comply with subcontractor requirements as specified in section D.5. These services shall be provided at no additional cost to the State.

iii. Hearing/Speech Impaired. The Contractor shall knowledgeably operate a Telecommunication Device for the Deaf/Teletypewriter (TDD/TTY) line on a 24 hour/7days per week basis, 365 days per year (including weekends and holidays) in order to offer those individuals with hearing/speech impairment the opportunity to file a medical issue or appeal by phone. These services shall be provided at no additional cost to the State.

e. Training. The Contractor shall develop, maintain, and administer a comprehensive training program for newly hired staff and a refresher/in-service training program for existing staff. Training topics shall include but not be limited to: customer service, conflict resolution, crisis de-escalation, interpersonal and problem-solving skills, cultural and linguistic awareness of the Limited English Proficiency (LEP) population (see A.3.d.), and sensitivity awareness of the Priority population. For purposes of this contract, the Priority population shall be defined as those TennCare members who have received specific mental health diagnoses within the past year and are designated by TennCare as the Priority population. Training materials for the TennCare program shall include but not be limited to: TennCare rules, policies, and procedures pertaining to eligibility, enrollment, and medical appeals processing, and systems user training including but not limited to the following TennCare owned applications: MMIS (InterChange), CRM system, Phone/ACD system, Call Recording system, Medical Appeals Tracking system, Fax system, and TennCare email system. All Contractor-developed training and reference materials shall be submitted to TennCare for review and approval prior to implementation. TennCare may request modifications to the Contractor's Training program to improve the quality and efficiency of call center operations and to ensure that performance and or operational issues are promptly addressed.

f. Quality Control. The Contractor shall develop, maintain, and administer a comprehensive Quality Control program to continually monitor staff performance, including productivity, quality and call handling techniques, accuracy in call resolution, and accuracy in data entry, using standards provided by TennCare (refer to Attachment J, TSU Call Center QC). The Contractor's Quality Control data shall be compiled in a monthly report and shall be shared with TennCare QC staff. The Contractor shall ensure that performance issues are promptly addressed, with corrective actions reported to TennCare upon request and within the monthly report. The Contractor shall provide a CAP for those performance issues in the monthly report that are not addressed or are repeated in two or more consecutive months. TennCare may request modifications to the Contractor's Quality Control program to improve the quality and efficiency of call center operations and to ensure that performance and or operational issues are promptly addressed.

g. Reporting. The Contractor shall maintain the capability to knowledgeably compile and submit the following required reports, utilizing TennCare's CRM system and Phone/ACD system:

i. The Contractor shall submit to TennCare the following reports described in Attachment K, TSU Call Center Reports: Cumulative Call Performance, Run, Match, Address Change Request, Urgent Medical, Urgent Pharmacy, After-Hours, Quality Evaluations, and Audit Report. The Cumulative Call Performance Report and the Audit Report shall comply with reporting formats and procedures as specified for each in Attachment K.

ii. The Contractor shall modify its reporting formats and methodology to report additional information as requested by TennCare.

h. Systems. On an on-going basis, the Contractor shall submit appropriately completed TennCare Management Information Systems (TCMIS) and Acceptable Use Policy (AUP) forms to TennCare Security to request access to necessary systems and applications for all contractor staff. The Contractor shall notify TennCare Security of any staff member who is no longer employed by the Contractor immediately upon separation. The Contractor shall acquire and maintain proficiency in using the following TennCare owned systems and applications in operation of the TSU Call/Contact Center, and shall be responsible to identify and timely notify the State of any technical problems associated with such systems that impact the Contractor's ability to perform contracted activities:

i. CRM System. The Contractor shall utilize TennCare's CRM System to perform data entry for each call received at the TSU Call/Contact Center. The CRM system will also be used to review all medical issue and appeal forms prior to distribution to TSU, to make corrections to medical issue and appeal forms as specified in A.2.g., and to compile data for reports. The Contractor shall pay for and perform CRM system programming and coding modifications, additions, and deletions as requested by TennCare and/or as identified by the Contractor, to reflect TennCare policy and process changes in TennCare's CRM system used by the TSU Call/Contact Center, and shall interface with TennCare's Information Technology (IT) and Information Systems (IS) staff and other TennCare contractors to ensure seamless implementation of CRM System programming changes and modifications. (refer to Attachment I, CRM system Programming/ Implementation Procedures). Although TennCare's current CRM system is Siebel, TennCare reserves the right to require the Contractor to use any CRM system that TennCare chooses to implement in the event of upgrades or replacement.

ii. Phone/ACD System. The Contractor shall utilize TennCare's Phone/ACD system with Automatic Call Distribution (ACD) to receive incoming calls at the TSU Call/Contact Center and to monitor and report on call volume, queues, and SLAs. The Contractor shall provide recorded TennCare-approved greeting and menu messages and TennCare-approved informational queue messages (e.g. TennCare benefit changes, appeal information, referral entities and contact numbers) for TennCare members waiting to speak with a representative. Although TennCare's current Phone/ACD system is AVAYA, TennCare reserves the right to require the Contractor to use any Phone/ACD system that TennCare chooses to implement in the event of upgrades or replacement.

iii. Call Recording System. The Contractor's management staff shall utilize TennCare's Call Recording system to record all calls at the TSU Call/Contact Center, to monitor and listen to live calls and recorded calls for purposes of training and quality control, and to retrieve recorded calls for review upon TennCare's request. Although TennCare's current Call Recording system is NICE, TennCare reserves the right to require the Contractor to use any Call Recording system that TennCare chooses to implement in the event of upgrades or replacement.

iv. MMIS. The Contractor shall utilize recipient screens within TennCare's MMIS (InterChange) in a read-only capacity to provide information to the TennCare member, and to record information in data fields of the medical issue and appeal forms created in the CRM system.

v. Medical Appeals Tracking System. The Contractor shall utilize TennCare's Medical Appeals Tracking system to perform research on existing member medical issues and appeals for the purpose of answering questions and concerns about the status of such issues and appeals. The Call Back Coordinator shall have editing access to the Medical Appeals Tracking system to document Call Back issues. Staff other than the Call Back Coordinator shall have read-only access.

vi. Email System. The Contractor shall utilize the State's email system to communicate via email with TennCare. Each staff member will have his/her individual email address with the State. TennCare's email system at the time of this contract shall be Microsoft Exchange.

vii. File Server. The Contractor's management staff shall access TSU-specific folders on TennCare's file server for the purpose of distributing medical issues and appeals electronically to appropriate TSU Units for processing.

viii. TDD/TTY. The Contractor shall utilize TennCare's Telecommunication Device for the Deaf/Teletypewriter (TDD/TTY) equipment that affords TennCare members with hearing and/or speech impairment the opportunity to file a medical issue or appeal by phone.

ix. Fax System. Effective January 15, 2012, the Contractor shall utilize TennCare's Fax system to receive and process faxes submitted to the TennCare Solutions Unit. TennCare's current Fax system is Rightfax.

A.4. Start-Up. The Contractor shall meet the following responsibilities in its start-up and prior to implementation of the TSU Call/Contact Center:

a. Disaster Preparedness and Recovery. The Contractor must submit a formal Business Continuity/Disaster Recovery Plan no later than 30 calendar days prior to the implementation of the call/contact center. The Contractor will apply recognized industry standards governing Disaster Preparedness and Recovery including the ability to continue operations, 24 hours per day/7 days per week, including weekends and holidays, in the event that the central site is rendered inoperable.

The Contractor will maintain the ability to implement the Business Continuity/Disaster Recovery plan within a two hour window from the time of TennCare's direction to implement such plan. Such plan must provide for seamless operation of all contracted activities and call center functionality as specified herein. Any/all back-up contact centers must have an ACD system and remote access via telephone and simple Internet connection. Contractor employees must be familiar with emergency procedures.

Upon TennCare's request, the Plan must be tested with the results added to the Plan document. The Plan must be able to meet the requirements of any applicable state and federal regulations, the TennCare Bureau and Tennessee's Office for Information Resources (OIR). The Contractor's Business Continuity/Disaster Recovery Plan must include sufficient information to show that the following requirements are met:

i. Short-term. Documentation of emergency procedures that include steps to take in the event of short-term interruptions in normal operations, including but not limited to fire drills, temporary technical computer/application/server outage issues, temporary power outages, and in the event that all representatives are logged out/unavailable to answer calls (refer to Attachment L, Fire Drill/Message Alert Procedures).

ii. Long-term. Documentation of emergency procedures that include steps to take in the event of a disaster by storm, fire, water damage, sabotage, criminal action, bomb threats, etc., rendering the central site inoperable.

b. Initial Deliverables/Timelines. The Contractor shall meet the following timelines in providing the initial deliverables for the start-up of this contract:

i. The Business Continuity/Disaster Recovery Plan shall be submitted no later than 30 calendar days prior to the call/contact center implementation date.

ii. Management, supervisory, training, and QC positions shall be staffed no later than 30 calendar days prior to the call/contact center implementation date.

iii. TennCare Management Information Systems (TCMIS) and Acceptable Use Policy (AUP) forms for all management, supervisory, training, and QC staff shall be submitted no later than 30 calendar days prior to the call/contact center implementation date.

iv. Management, supervisory, training, and QC staff shall participate in TennCare-provided train-the-trainer sessions to be held 30 calendar days prior to the call/contact center implementation date. TennCare shall provide an on-site training room with access to systems for the purpose of this training program.

v. Contractor's training program materials and QC program materials shall be submitted to TennCare for approval no later than 15 calendar days prior to the call/contact center implementation date.

vi. CRM system programmer/liaison position shall be staffed no later than 15 calendar days prior to the call/contact center implementation date.

vii. The CRM system programmer shall participate in establishing VPN connections and meeting with TennCare and other TennCare contractors to discuss systems, no later than seven calendar days prior to the call/contact center implementation date.

viii. Phone representative positions shall be staffed no later than 15 calendar days prior to the call/contact center implementation date.

ix. TennCare Management Information Systems (TCMIS) and Acceptable Use Policy (AUP) forms (see A.3.h.) for the CRM system programmer and all phone representatives shall be submitted no later than 15 calendar days prior to the call/contact center implementation date.

x. Phone representatives shall participate in a Contractor-provided training program no later than 15 calendar days prior to the call/contact center implementation date. TennCare shall provide an on-site training room with access to systems for the purpose of this training program.

xi. In the event that the Contractor utilizes off-site call center representatives (see A.3.b.), all system requirements including computer access to InterChange and Seibel, a Telecommunication Device for the Deaf/Teletypewriter (TDD/TTY), phone lines, and a call recording/retrieval system must be met no later than 7 calendar days prior to the call/contact center implementation date.

xii. Provisions for third party telephone Interpreter Services shall be made by the Contractor no later than 7 calendar days prior to the call/contact center implementation date.

c. Extended Deliverables. The Contractor shall meet the following timelines in providing extended deliverables pursuant to the CRM system Programming/Implementation Procedures as set forth in Attachment I:

i. The Contractor shall modify the CRM system to include documentation of medical issues and appeals received via mail and fax. Said modification shall include but not be limited to features such as: capability to attach scanned documents to a record created in the CRM system, and capability to separate intake by phone, mail, and fax for reporting purposes. Implementation of this modification to the CRM system shall be effective January 15, 2012.

ii. The Contractor shall modify the CRM system to include documentation of the caller's primary language for each phone record created in the CRM system. This field shall default to English, but shall include a picklist with the following values: English, Spanish, Arabic, Bosnian, Kurdish, Somali, Vietnamese, and Other. The primary language field shall have the capability to be reported upon, and shall also appear on each issue/appeal form generated from the CRM system. Implementation of this modification to the CRM system shall be effective January 15, 2012.

iii. Failure to comply with the due date for fully functioning and approved extended deliverables shall result in liquidated damages as set forth in Attachment B.

d. Readiness Review. Prior to call/contact center implementation, as determined by TennCare, the Contractor shall demonstrate to TennCare's satisfaction that it is able to meet the requirements of this contract. The Contractor shall cooperate in a "readiness review" conducted by TennCare to review the Contractor's readiness to begin operations. This review may include but is not limited to an on-site review of the status of staffing resources, training material development, and Quality Control process development. The scope of the review may include any or all requirements of this contract as determined by TennCare. Based on the results of the review activities, TennCare will issue a letter of findings and if needed, will request a corrective action plan (CAP) from the Contractor. TennCare shall have the right to postpone the TSU Call/Contact Center implementation date, based upon inadequate project status determined from the Readiness Review. Postponement of the November 1, 2011 implementation date may result in damages to the Contractor as specified in section E. 5 and Attachment B, Liquidated Damages. If the Contractor is unable to demonstrate its ability to meet the requirements of this contract, as determined by TennCare, within the timeframes specified by TennCare, TennCare may terminate this contract in accordance with section D.4. and shall have no liability for payment to the Contractor.

A.5. End of Contract Transition. For purposes of transitioning the operation of the TSU Call/Contact Center at the end of this contract, the Contractor shall comply with the following:

a. Sixty (60) days prior to the end of this contract, the Contractor shall provide summary and detail reports of all TSU Call/Contact Center statistics for the previous 12 months, and all current call/contact center training and reference materials being used.

b. Upon the last day of this contract, TennCare shall conduct an "exit" interview with the Contractor to address the following:

i. inventory of all hardware, including TDD/TTY, computers, printers, and phones. All inventory must be accounted for.

ii. condition of all said hardware. All hardware must be in acceptable condition.

iii. condition of all workstations and workspaces. All workstations and workspaces must be in acceptable condition.

c. Failure to satisfactorily meet any or all transition requirements shall result in damages to the Contractor as specified in section E.5. and Attachment B, Liquidated Damages.

A.6. TennCare Responsibilities. TennCare shall provide initial and ongoing support and oversight to the Contractor for the TSU Call/Contact Center as required, described, and detailed by this Scope of Services.

A.7. TennCare on-site provisions. TennCare shall provide the following:

a. Office Space. TennCare shall provide a dedicated area including workstations, office chairs, storage bins, and filing cabinets, to house the TSU Call/Contact Center at 310 Great Circle Road, Nashville, TN.

b. Office Equipment and Supplies. TennCare shall provide general operating supplies (e.g., tablet, loose leaf and copier paper, file folders, writing instruments, etc.), and the use of existing copying equipment for the purpose of reproducing reference and training materials for TSU Call/Contact Center staff.

c. Phone Lines. TennCare shall provide and pay for all toll-free phone numbers and phone lines required in this Contract, with the exception of phone lines as specified in A.3.b.iii. TennCare shall NOT authorize payment of any long distance calls received by the TSU Call/Contact Center. All calls received by the TSU Call/Contact Center must be Toll Free.

A.8. TennCare Information Systems support. TennCare Information Systems (IS) shall provide the following:

a. Hardware. TennCare IS shall provide and maintain with technical support any hardware, including personal computer workstations, workstation printers, network printers, network file server(s), phones and headsets, and Telecommunication Device for the Deaf/Teletypewriter (TDD/TTY) equipment to be used by the Contractor on the State's premises and for the operation of the TSU Call/Contact Center.

b. Software. TennCare IS shall provide and maintain with technical support the following software applications: CRM System, phone/ACD system, Call Recording system, MMIS (InterChange), Medical Appeals tracking system, TennCare Email System, Fax system and network servers, to be used by the Contractor for the operation of the TSU Call/Contact Center. TennCare shall interface with vendors, the Office for Information Resources (OIR), and the Contractor to ensure maximum performance of said applications, and shall pay annual licensure fees for said applications.

i. As appropriate, TennCare shall provide a Virtual Private Network (VPN) connection for software programming functions specific to the CRM system to be made off-site by the Contractor.

ii. TennCare shall NOT be responsible for the cost of programming and coding modifications, additions and deletions made specifically to the CRM system to reflect TennCare policy and process changes in TennCare's CRM system used by the TSU Call/Contact Center to document callers' medical issues and appeals. Such CRM system programming and coding changes and associated costs shall be the responsibility of the Contractor.

c. System Ownership. Call Center systems and components thereof, incorporated by any means such as but not limited to licenses for use or purchase for ownership, shall become or remain the exclusive property of TennCare and the State upon termination of the Contract regardless of the reason for termination.

d. Communication with TennCare Information Systems. TennCare IS shall maintain communications with the Contractor sufficient for the Contractor to be aware of and prepared for any changes to the technological environment of the State and TennCare that will affect the Contractor's responsibilities for TSU Call/Contact Center operations.

A.9. TennCare TSU Call/Contact Center Operations Oversight. TennCare shall provide support and oversight in daily operations of the TSU Call/Contact Center in the following manner:

a. Train-the-trainer systems training. TennCare shall provide initial start-up training for Contractor management/training staff in a train-the-trainer capacity, for the following applications: InterChange, CRM system, Phone/ACD system, Call Recording system,

Medical Appeals tracking system, TennCare Email system and Fax system. TennCare shall provide an on-site training room with access to systems for the purpose of this training program.

b. Train-the-trainer TennCare Program training. TennCare shall provide initial start-up training for Contractor management/training staff in a train-the-trainer capacity for TennCare program topics including TennCare rules, policies, and procedures pertaining to eligibility, enrollment, and medical appeals processing. TennCare shall provide an on-site training room with access to systems for the purpose of this training program.

i. TennCare shall NOT be responsible for providing training for customer service, data entry, writing, computer operating skills, conflict resolution, crisis de-escalation, interpersonal and problem-solving skills, cultural and linguistic awareness of the Limited English Proficiency (LEP) population, and sensitivity awareness of the Priority population. For purposes of this contract, the Limited English Proficiency population shall be defined as TennCare members or persons who act on behalf of TennCare members who need assistance in a language other than English, and the Priority population shall be defined as those TennCare members who have received specific mental health diagnoses within the past year and are designated by TennCare as the Priority population. Such training topics shall be the responsibility of the Contractor.

ii. TennCare may request modifications of the Contractor's training program to improve the quality and efficiency of call center operations and to ensure that performance and or operational issues are promptly addressed. TennCare must approve such modifications before use by Contractor.

c. Other training. TennCare shall provide TennCare-specific workforce member training, such as HIPAA/HITECH training (training sessions focused on privacy, security and confidentiality), for which the Contractor shall cooperate in making staff available.

d. Quality Control (QC) Oversight. TennCare Quality Control staff shall review a representative sampling of recorded calls and their respective issue/appeal forms on a weekly basis, using the TennCare TSU Call Center QC Evaluation Matrix (refer to Attachment J, TSU Call Center QC), in addition to reviewing the Contractor's monthly QC report.

i. TennCare Quality Control staff shall report findings on a weekly basis and work with the Contractor's management, training, and QC staff to assist in the identification of quality issues and concerns.

ii. TennCare may request corrective action plan (CAP) reports in response to quality issues and concerns.

iii. TennCare may request modifications of Contractor's Quality Control program to improve the quality and efficiency of call center operations and to ensure that performance and or operational issues are promptly addressed. TennCare must approve such modifications before use by Contractor.

e. Communication with the TennCare Division of Member Services. TennCare shall provide routinely scheduled meeting times with the Contractor to discuss changes in TennCare operations (e.g. mailings, health plan contractor/provider issues, medical appeal process changes, etc.) that will affect the TSU Call/Contact Center, Call Center performance statistics including Service Level Agreements (SLAs) and Quality Control (QC) results, and the identification of trends indicative of issues or concerns occurring at the call center level.

B. CONTRACT PERIOD:

B.1. This Contract shall be effective for the period beginning September 1, 2011, and ending on August 31, 2016. 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 Five Million Six Hundred Fifty-Seven Thousand Five Hundred Eighteen Dollars ($5,657,518.00). 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.

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) 11/1/2011 – 08/31/2016
Comprehensive Monthly Call Center Rate up to and including 2500 Calls Per Week	$ 96,021.00 / Per Month
Per Call Rate for Answered/Processed Calls Over 2500 Per Week	$8.83 / Per Call

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:

Bureau of TennCare
310 Great Circle Road
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor)
(2) Invoice Date
(3) Contract Number (assigned by the State)
(4) Customer Account Name: Bureau of TennCare
(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Federal Employer Identification, Social Security, or 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 Edison 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 six (6) 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*.

D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. 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.14. 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.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.16. 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.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. 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.19. 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.20. 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.21. 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:

Deputy Commissioner
Department of Finance and Administration
Bureau of TennCare
310 Great Circle Road
Nashville TN 37243
(615) 507-6443 (Phone)
(615) 253-5607 (FAX)

The Contractor:

Legal Department
Government Healthcare Solutions
ACS State Healthcare, LLC
8260 Willow Oaks Corporate Drive
6th Floor
Fairfax, Va 22031
Doug.Tomlin@acs-inc.com
(703) 891-8836 (Phone)
(703)891-8857 (FAX)

With a copy to:

Doug Tomlin, PMP
385B Highland Colony Parkway
Suite 300
Ridgland, MS 39157
Doug.tomlin@acs-inc.com
601-206-3041 (Phone)
601-206-3119 (fax)

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 Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. 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. 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 Attachment B, and agree 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.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. 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.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 and HITECH Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations, and as amended.

a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and HITECH and their accompanying regulations, and shall comply with all applicable HIPAA and HITECH requirements in the course of this Contract including but not limited to the following:

1. Compliance with the Privacy Rule, Security Rule, Notification Rule;
2. The creation of and adherence to sufficient Privacy and Security Safeguards and Policies;
3. Timely Reporting of Violations in the Access, Use and Disclosure of PHI; and
4. Timely Reporting of Privacy and/or Security Incidents.

Failure to comply may result in actual damages that the State incurs as a result of the breach and liquidated damages as listed in Attachment B.

b. Contractor warrants that it shall cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and HITECH and their accompanying regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA and HITECH.

c. The State and the Contractor shall sign documents, including but not limited to business associate agreements, as required by HIPAA and HITECH and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA and HITECH.

E.8. State and Federal Compliance. The Contractor agrees to comply with all applicable federal and state laws and regulations, and court orders, including Constitutional provisions regarding due process and equal protection of the laws and including but not limited to:

a. Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter C (with the exception of those parts waived under the TennCare Section 1115(a) waiver).

b. Title 45 CFR, Part 74, General Grants Administration Requirements.

c. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 U.S.C. 7401, et seq.).

d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto, 45 C.F.R. Part 80.

e. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) in regard to employees or applicants for employment.

f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto, 45 C.F.R. Part 84.

g. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

h. Omnibus Budget Reconciliation Act of 1981, P.E.. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

i. Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., and regulations issued pursuant thereto, 28 C.F.R. Parts 35, 36.

j. Sections 1128 and 1156 of the Social Security Act relating to exclusion of providers for fraudulent or abusive activities involving the Medicare and/or Medicaid program.

k. Tennessee Consumer Protection Act, T.C.A. Section 47-18-101 et seq.

l. The CMS waiver and all Special Terms and Conditions which relate to the waiver.

m Executive Orders, including Executive Order 1 effective January 26, 1995.

n. The Clinical Laboratory Improvement Act (CLIA) of 1988.

o. Requests for approval of material modification as provided at TCA 56-32-101 etc. seq.

p. Title IX of the Education Amendments of 1972 (regarding education programs and activities)

q. The Rehabilitation Act of 1973

r. The Balanced Budget Act of 1997 Section 422.208 and 422.210

s. EEO Provisions

t. Copeland Anti-Kickback Act

u. Davis-Bacon Act

v. Contract Work Hours and Safety Standards

w. Rights to Inventions Made Under a Contract or Agreement

x. Byrd Anti-Lobbying Amendment

y. Debarment and Suspension

z. The Church Amendments, 42 U.S.C. 300a-7.

aa. Public Health Service Act (PHS Act) Section 245, 42 U.S.C. 238n.

bb. Weldon Amendment, originally adopted as section 508(d) of the Labor-HHS Division (Division F) of the 2005 Consolidated Appropriations Act, Public Law 108-447, 118 Stat. 2809, 3163 (Dec. 8, 2004), has been readopted (or incorporated by reference) in each subsequent HHS appropriations act. (Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009, Public Law 110-329, Div. A, Sec. 101, 122 Stat. 3574, 3575 (Sept. 30, 2008).

E.9. 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.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11. 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.12. 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.13. 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 offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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.14. 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 RFP-31865-00333 (Attachment 6.2) 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.15. 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.16. 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.17. Offer of Gratuities. By signing this contract, the Contractor signifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the federal General Accounting Office, federal Department of Health and Human Services, the Center for Medicare and Medicaid Services, or any other state or federal agency has or will benefit financially or materially from this Contract. This Contract may be terminated by TennCare as provided in Section D.4, if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Contractor, its agent, or employees.

E.18. Employees Excluded from Medicare, Medicaid or SCHIP. The Contractor does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly employ, in the performance of this Contract, employees who have been excluded from participation in the Medicare, Medicaid, and/or SCHIP programs pursuant to Sections 1128 of the Social Security Act.

E.19. 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.20. Tennessee Bureau of Investigation Medicaid Fraud and Abuse Unit (MFCU) and Office of TennCare Inspector General Access to Contractor Records

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations, MFCU and TennCare OIG shall be health oversight agencies as defined at 45 C.F.R. §§ 164.501 and 164.512(d) and 65 F.R. § 82462. When acting in their respective capacities as health oversight agencies and in compliance with federal regulations, MFCU and TennCare OIG do not need enrollee authorization to obtain enrollee protected health information (PHI). Because MFCU and TennCare OIG will request the information mentioned above for health oversight activities,

"minimum necessary" standards do not apply to disclosures to MFCU or TennCare OIG that are required by law. See 45 C.F.R. §§ 164.502(b)(2)(iv), 164.502(b)(2)(v), and 164.512(d).

The Contractor shall immediately report to MFCU all factually based known or suspected fraud, abuse, waste and/or neglect of a provider or Contractor, including, but not limited to, the false or fraudulent filings of claims and/or the acceptance or failure to return money allowed or paid on claims known to be false or fraudulent. The Contractor shall not investigate or resolve the suspicion, knowledge or action and must inform MFCU and must cooperate fully in any investigation by MFCU or subsequent legal action that may result from such an investigation.

E.21. 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.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated,* Section 8-6-106.

E.22. 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.

IN WITNESS WHEREOF,

ACS STATE HEALTHCARE, LLC:

7/12/2011

CONTRACTOR SIGNATURE **DATE**

Jeffrey B. Mullins, Vice President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:

Mark A Emkes / nap 7-18-11

MARK. A. EMKES, COMMISSIONER DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA- 12 - 36411 - 00
CONTRACTOR LEGAL ENTITY NAME:	ACS State Healthcare, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	582479287

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

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

JEFFREY B. MULLINS, VICE PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY

7/12/2011

DATE OF ATTESTATION

Liquidated Damages

The State may choose the following remedy in the event the Contractor fails to properly perform its obligations under this Contract in a proper and/or timely manner. Upon determination that the Contractor is not completing one or more of the services described in Section A under this Contract in a proper and/or timely manner, the State will notify the Contractor in writing of the deficiency and of the potential liquidated damages to be assessed. Liquidated damages shall be assessed for each week for which the deficiency occurs. Should the deficiency remain more than thirty (30) days from the date of notification by the State, the State may impose liquidated damages of $500 per day until said deficiency is resolved.

Liquidated damages may be retroactive to the date of notice of deficiency and continue until such time as the Deputy Commissioner of TennCare determines the deficiency has been cured. The liquidated damages will be deducted from the monthly payments to the Contractor.

	ISSUES	DAMAGE
1.	Failure to meet Service Levels as specified below and in Section A.2.a.i. Call abandonment rate: target of weekly average of 5% or less for each queue. Average speed of answer: target of weekly average of 60 seconds or less for each queue. Service level objective: target of weekly average of 80% of calls answered within 60 seconds for each queue.	The damage that may be assessed shall be five hundred dollars ($500) per week per deficiency. For purposes of assessing Liquidated Damages for deficient weekly-averaged Service Level Agreements, one deficiency shall be defined as one or more instances across multiple queues in which the target for one of the three weekly-averaged SLAs has not been met.
2.	Failure to comply with staffing requirements as stipulated in Section A.3.c.	The damage that may be assessed shall be five hundred dollars ($500) per week per deficiency.
3.	Failure to acquire and maintain proficiency in using TennCare owned systems and applications in the operation of the TSU Call/Contact Center as stipulated in Section A.3.h.	The damage that may be assessed shall be five hundred dollars ($500) per week per deficiency.
4.	Failure to submit a Business Continuity/Disaster Recovery Plan no later than thirty (30) calendar days prior to implementation date of November 1, 2011.	The damage that may be assessed shall be five hundred dollars ($500) per week per deficiency.
5.	Failure to implement the Business Continuity/Disaster Recovery plan within a two hour window from the time of TennCare's direction to implement such plan.	The damage that may be assessed shall be up to $1000 per incident.
6.	Failure to demonstrate ability to meet requirements of this contract as determined by TennCare after completion of readiness review stipulated in A.4.d.	The damage that may be assessed shall be one thousand dollars ($1,000) per calendar day.
7.	Failure to comply with HIPAA and HITECH Rules resulting in an unauthorized disclosure of PHI as	The damage that may be assessed shall be up to $5,000 per incident.

	described in Section E.7.	
8.	Failure to have adequate Privacy and Security Safeguards and Policies resulting in a security incident as described in Section E.7.	The damage that may be assessed shall be up to $2,000 per incident.
9.	Failure to timely comply with the extended deliverables as required in Section A.4.c.	The damage that may be assessed shall be one thousand dollars ($1,000) per calendar day.
10.	Failure to meet the November 1, 2011 implementation date as provided in Section A.4.d, or any such other implementation date as may be approved by TennCare in writing.	The damage that may be assessed shall be one thousand dollars ($1,000) per calendar day.
11.	Failure to perform any service deliverables or meet any condition as described in Section A not specifically addressed in items 1 – 10 above.	The damage that may be assessed shall be five hundred dollars ($500) per week per deficiency.

Issue Forms

Attachment C.1	Initial Contact
Attachment C.2	MCO Change Issue
Attachment C.3	MCO Denial Issue
Attachment C.4	MCO Move Issue
Attachment C.5	Medical Services and Care Issue
Attachment C.6	More Facts About Your Health Plan Change Appeal
Attachment C.7	More Facts About Your Non-Pharmacy Appeal
Attachment C.8	More Facts About Your Pharmacy Appeal
Attachment C.9	Pharmacy Lock-In Status Issue
Attachment C.10	Pharmacy Issues
Attachment C.11	Reimbursement or Billing Issue for Medical Services
Attachment C.12	Reimbursement or Billing Issues for Pharmacy

Initial Contact

Operator ID:	Date:	Time:

Greeting: Thank-you for calling TennCare Solutions. My name is _____.

CALLER INFO

1. May I have your first and last name?	**2.** And your phone number, with area code first?
3. And your current address? (street, city, state, zip, County)	
4. Are you calling for yourself today, or on behalf of someone else?	**a.** Is the caller: (select one) ☐ the TennCare member ☐ a parent or relative ☐ an advocate or friend ☐ an attorney ☐ a health care provider

MEMBER INFO

5. To check the TennCare system, may I have the member's: **a.** Name (if different than #1): **b.** Social Security Number: **c.** Date of Birth:	**Note** – You may share information from the InterChange system ONLY if the caller can provide you with ALL of the above identifiers (name, SSN, and DOB). If the caller cannot provide you with this information or if you cannot find the member in InterChange, you should still continue with the call. However, you will not use InterChange to gather data.
d. current mailing address (include County) (if different than #3): **e.** phone number (if different than #2):	**InterChange lookup for correct address information: Does the address in Recipient Base match the address your caller has given?** ☐ Yes ☐ no **If no,** explain that TennCare has a different address in the system. Verify that it is old or incorrect, and if so, ask caller for permission to submit a Change of Address. ☐ **Address Change Needs to be Submitted**

InterChange lookup for race, gender, eligibility and type of TennCare:

What is the member's Race in the Recipient Base screen? Select the most appropriate choice.

- ☐ **White**
- ☐ **Black**
- ☐ **Hispanic**
- ☐ **American Indian**
- ☐ **Asian Oriental**
- ☐ **Southeast Asian**
- ☐ **Cuban/Haitian**
- ☐ **Other/Unknown**

What is the member's Gender in the Recipient Base screen?

- ☐ **Female**
- ☐ **Male**
- ☐ **Unknown**

What is the member's current Effective Date and End Date in 834?

What is the member's MCO Aid Code in 834?

- ☐ 17
- ☐ 27
- ☐ 37
- ☐ 47
- ☐ 67
- ☐ 77
- ☐ 87
- ☐ 97

Respond: Thank-you, Mr./Ms. _____, how may I help you?

6. Record the problem your caller explains, and read back to your caller to confirm. Be sure to include what the caller wants to happen. **You will use this information to complete an Issue form when appropriate, so it is important to be as complete and accurate as possible.**

7. Choose the specific action(s) you take below:

Note – it is possible to make a referral AND complete one or more issue forms for the same caller.

Referred to: (select one)

- ☐ FASC
- ☐ Safety Net
- ☐ TPAL
- ☐ HealthAssist
- ☐ Health plan
- ☐ Provider
- ☐ Medicare
- ☐ TennCare Pharmacy Program
- ☐ Other

☐ **Information Provided**

☐ **MCO Move Issue**
involuntary move from a health plan

☐ **MCO Change Request**
to request to change health plans

☐ **MCO Denial Issue**
to appeal the denial of an MCO change request

☐ **Medical Services Issue**
to get or keep a health care service

☐ **Pharmacy Issues**
to get or keep a medicine

☐ **Pharmacy Lock-In Status Issue**

☐ **Call Back Issue**
to check on the status of a medical appeal

Reimbursement & Billing Issues
to get paid back or to stop being billed

☐ **R&B / Medical Services**
OR
☐ **R&B / Pharmacy**

More facts about an Appeal
to give TennCare more facts about an appeal

☐ **More facts / Pharmacy Appeal**
OR
☐ **More facts / NON-Pharmacy Appeal**

MCO Change Issue

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Use information from the Initial Contact form whenever possible to answer these questions and confirm with your caller that the information is correct. Avoid asking questions for which you already have answers!

1. Reason for changing MCOs:

If the caller is NOT the TennCare member, explain:

"The TennCare rules say that only the TennCare member or a responsible party of the member can ask to change health plans. A responsible party is a person who is a parent, guardian, spouse, or child over age 18. A responsible party can also be someone who can legally make medical decisions for the member, like a Representative Payee for a member who gets Social Security benefits."

"I'll be happy to take your request to change the member's health plan. TennCare will send the member a letter if they need any more information about the responsible party."

InterChange lookup

What is the member's current MCO in the MCC screen?
(select one)
- ☐ 011/211 TennCare Select High MCO/BHO
- ☐ 004/204 TennCare Select Low MCO/BHO
- ☐ 027/127 BlueCare East MCO/BHO
- ☐ 028/128 BlueCare West MCO/BHO
- ☐ 029/129 UHC CommPlan East MCO/BHO
- ☐ 031/131 UHC CommPlan Middle MCO/BHO
- ☐ 030/130 UHC CommPlan West MCO/BHO
- ☐ 032/132 AmeriGroup Middle MCO/BHO

What is the member's Region Code in the Base screen?
(select one)
- ☐ East
- ☐ Middle
- ☐ West

IMPORTANT:

If the member has previously requested an MCO Change, and has received a letter from TennCare denying the change, STOP! Do not complete this form. Go to the MCO Denial Issue form.

Explain: "I can request a change for you, but before I do, I need to tell you about the reasons that you can change your health plan. The only times you can change plans are:

- **during your open enrollment month. If you live in West Tennessee, your open enrollment month is March, in Middle Tennessee, it's May, and in East Tennessee, it's July.**
- **OR, if you want to change to the same plan other family members have, but not TennCare Select. You can only change <u>to</u> TennCare Select if you are in certain groups. And, some of those groups must keep TennCare Select. So if you are in one of those groups, you can't change <u>out</u> of TennCare Select.**
- **OR, if you move out of the area where your plan does business**
- **OR, if you have a hardship reason to change. A hardship means that ALL of these must be true for you:**

  1. **You have a medical condition that requires ongoing care.**
  2. **Your doctor no longer takes your current health plan.**
  3. **No doctor in your current health plan can give you the care that you need.**
  4. **Your current health plan will not let you continue to see your doctor.**
  5. **Your doctor takes the health plan you want to change to.**
  6. **The health plan you want to change to is taking new TennCare members.**

If you change your health plan, all family members on your case will also change. But if a family member is in

TennCare Select, they may keep TennCare Select.

"Would you still like to request a health plan change?" ☐ **NO** ☐ **YES**

If No, resolve the call as Information Provided.

If Yes, " In case you must meet the hardship requirements to change, I need to ask you the following questions:"

What county do you live in?

Do you have a medical condition that requires ongoing care?

If yes, please list.

Has your doctor stopped taking your current health plan?

What is your doctor's name and phone number?

Have you asked your current health plan if there is another doctor that can help you?

Did you ask your current health plan to let you continue seeing your doctor?

What did they say?

Does your doctor take the new health plan?

2. What MCO does the member want to change to?
(select one. Use the member's Region Code in the InterChange Base screen to choose the appropriate health plan)

- ☐ 011/211 TennCare Select High MCO/BHO
- ☐ 004/204 TennCare Select Low MCO/BHO
- ☐ 027/127 BlueCare East MCO/BHO
- ☐ 028/128 BlueCare West MCO/BHO
- ☐ 029/129 UHC CommPlan East MCO/BHO
- ☐ 031/131 UHC CommPlan Middle MCO/BHO
- ☐ 030/130 UHC CommPlan West MCO/BHO
- ☐ 032/132 AmeriGroup Middle MCO/BHO

a. If caller requests TennCare Select, explain that "enrollment in TennCare Select is limited to certain groups of people. These groups are:

1. if you're assigned to TennCare Select for a short time because the health plan you were in left the TennCare Program (and only until a new plan is ready),
2. if you don't have legal papers to be in the U.S., but need emergency care. The federal government says States must cover this kind of care for people who don't have legal papers to be in the U.S.

3. if you're a Tennessee resident but, for a short time, you're living outside Tennessee,
4. if you're age 20 or older AND in TennCare Standard,
5. if you're under age 21 AND getting SSI,
6. if you're under age 18 AND in State custody, or
7. if you're under age 21 AND getting long-term care that TennCare pays for – like care in a nursing home, developmental center for persons with mental retardation, or in an HCBS (Home and Community Based Services) waiver program."

Ask the caller "In case you can't change to TennCare Select, what is your second choice?"
(select one. Use the member's Region Code in the InterChange Base screen to choose the appropriate health plan)

- ☐ 027/127 BlueCare East MCO/BHO
- ☐ 028/128 BlueCare West MCO/BHO
- ☐ 029/129 UHC CommPlan East MCO/BHO
- ☐ 031/131 UHC CommPlan Middle MCO/BHO
- ☐ 030/130 UHC CommPlan West MCO/BHO
- ☐ 032/132 AmeriGroup Middle MCO/BHO

Explain: "You will get a letter from TennCare that tells you if you can change health plans. If there are other family members whose health plan changes, each person will also get a letter telling them about the change."

MCO Denial Issue

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Explain: "I just need to get a little more information. May I ask you a few more questions?"

Use information from the Initial Contact form whenever possible to answer these questions and confirm with your caller that the information is correct. Avoid asking questions for which you already have answers!

Reason for the call (if it is to appeal, what is the mistake the member thinks TennCare made?)

1. What is the reason the member gives for the appeal or issue? What problem are they having?

2. Does the member think TennCare made a mistake? ☐ **NO** ☐ **YES** ☐ **UNSURE**

a. If Yes, what is the mistake the member thinks TennCare made?

InterChange lookup

What is the member's current MCO in the MCC screen?
(select one)
- ☐ 011/211 TennCare Select High MCO/BHO
- ☐ 004/204 TennCare Select Low MCO/BHO
- ☐ 027/127 BlueCare East MCO/BHO
- ☐ 028/128 BlueCare West MCO/BHO
- ☐ 029/129 UHC CommPlan East MCO/BHO
- ☐ 031/131 UHC CommPlan Middle MCO/BHO
- ☐ 030/130 UHC CommPlan West MCO/BHO
- ☐ 032/132 AmeriGroup Middle MCO/BHO

What is the member's Region Code in the Base screen?
(select one)
- ☐ East
- ☐ Middle
- ☐ West

Process Screening

3. Did the member previously ask to change their health plan? ☐ **NO** ☐ **YES**

If No, **STOP! Do not complete this form.** If member wants to change health plans but has not yet requested the change, go to the MCO Change Issue form.

If Yes, what health plan did they ask to change to?

4. Did the member receive a letter telling them that they can't have the health plan they asked for? ☐ **NO** ☐ **YES**

If Yes, what reason does the letter give for denying the change?
(select one):
- ☐ All requirements for medical hardship were not met.
- ☐ The requested health plan does not operate in the member's county.
- ☐ The requested health plan has closed enrollment.
- ☐ The requested health plan is no longer a TennCare health plan.
- ☐ The member is NOT in one of the groups of people that can be in TennCare Select.
- ☐ The member is in a group of people that must keep TennCare Select and not change.
- ☐ Other
- ☐ Don't know

5. Are there other TennCare enrollees in the family who have been denied this health plan change?
☐ **NO** ☐ **YES**

If Yes, list names, SSN, and DOB:

MCO Move Issue

Operator ID:	Date:	Time:

Explain: "I just need to get a little more information. May I ask you a few more questions?"

Use information from the Initial Contact form whenever possible to answer these questions and confirm with your caller that the information is correct. Avoid asking questions for which you already have answers!

Reason for the call

1. What is the reason the member gives for the appeal or issue? What problem are they having?

2. Does the member think TennCare made a mistake? ☐ **NO** ☐ **YES** ☐ **UNSURE**

a. If Yes, what is the mistake the member thinks TennCare made?

NOTE: If the member REQUESTED the change, STOP! DO NOT complete this form. Use this form only when the member has been moved to a new health plan without their request.

InterChange lookup

What is the member's current MCO in the MCC screen?
(select one)
- ☐ 011/211 TennCare Select High MCO/BHO
- ☐ 004/204 TennCare Select Low MCO/BHO
- ☐ 027/127 BlueCare East MCO/BHO
- ☐ 028/128 BlueCare West MCO/BHO
- ☐ 029/129 UHC CommPlan East MCO/BHO
- ☐ 031/131 UHC CommPlan Middle MCO/BHO
- ☐ 030/130 UHC CommPlan West MCO/BHO
- ☐ 032/132 AmeriGroup Middle MCO/BHO

What is the member's Region Code in the Base screen?
(select one)
- ☐ East
- ☐ Middle
- ☐ West

Process Screening

3. What MCO does the member want to keep?
(select one. Use the member's Region Code in the InterChange Base screen to choose the appropriate health plan.)
- ☐ 011/211 TennCare Select High MCO/BHO
- ☐ 004/204 TennCare Select Low MCO/BHO
- ☐ 027/127 BlueCare East MCO/BHO
- ☐ 028/128 BlueCare West MCO/BHO
- ☐ 029/129 UHC CommPlan East MCO/BHO
- ☐ 031/131 UHC CommPlan Middle MCO/BHO
- ☐ 030/130 UHC CommPlanWest MCO/BHO
- ☐ 032/132 AmeriGroup Middle MCO/BHO

If TennCare Select High or TennCare Select Low are picked:

For members who want to keep TennCare Select:
Explain that "you can only be in TennCare Select if you are in one of these groups that I'm going to read to you. After I read these groups, I'll ask you if you believe you are in one of them. Here are the groups:

1. if you're assigned to TennCare Select for a short time because the health plan you were in left the TennCare Program (and only until a new plan is ready),
2. if you don't have legal papers to be in the U.S., but need emergency care. The federal government says States must cover this kind of care for people who don't have legal papers to be in the U.S.
3. if you're a Tennessee resident but, for a short time, you're living outside Tennessee,
4. if you're age 20 or older AND in TennCare Standard,

5. if you're under age 21 AND getting SSI,
6. if you're under age 18 AND in State custody, or
7. if you're under age 21 AND getting long-term care that TennCare pays for – like care in a nursing home, developmental center for persons with mental retardation, or in an HCBS (Home and Community Based Services) waiver program."

"Do you believe you are in one of the groups that can be in TennCare Select?" ☐ **NO** ☐ **YES** ☐ **DON'T KNOW**

If Yes, explain "I just need to ask you a few more questions."

a. Are you in the U.S. without legal papers?

b. Are you living outside of Tennessee?

c. If yes, where are you living?

d. Are you age 20 or older and in TennCare Standard?
(There are two kinds of TennCare: TennCare Medicaid and TennCare Standard.
To find out which kind of TennCare you have, call the **Family Assistance Service Center** at **1-866-311-4287**.)

e. Are you under age 21?

f. Are you getting SSI checks now?

g. Are you under 18 years old and in State Custody now, or have you been in State Custody less than 6 months ago?

h. Are you getting nursing home or other long term care that TennCare pays for?

i. If yes, please tell us what kind of care and who gives the care.

4. What MCO is the member moving to?
(select one. Use the member's Region Code in the InterChange Base screen to choose the appropriate health plan)
☐ 011/211 TennCare Select High MCO/BHO
☐ 004/204 TennCare Select Low MCO/BHO
☐ 027/127 BlueCare East MCO/BHO
☐ 028/128 BlueCare West MCO/BHO
☐ 029/129 UHC CommPlan East MCO/BHO
☐ 031/131 UHC CommPlan Middle MCO/BHO
☐ 030/130 UHC CommPlan West MCO/BHO
☐ 032/132 AmeriGroup Middle MCO/BHO

5. Did the member get a letter about being moved to a new MCO? ☐ **NO** ☐ **YES**

If Yes,

a. What is the new MCO in the letter?

(select one. Use the member's Region Code in the InterChange Base screen to choose the appropriate health plan)

- ☐ 011/211 TennCare Select High MCO/BHO
- ☐ 004/204 TennCare Select Low MCO/BHO
- ☐ 027/127 BlueCare East MCO/BHO
- ☐ 028/128 BlueCare West MCO/BHO
- ☐ 029/129 UHC CommPlan East MCO/BHO
- ☐ 031/131 UHC CommPlan Middle MCO/BHO
- ☐ 030/130 UHC CommPlan West MCO/BHO
- ☐ 032/132 AmeriGroup Middle MCO/BHO

b. What is the reason that the letter gives for moving the member to a new MCO?

(select one):

- ☐ The member is not in one of the groups that can be inTennCare Select.
- ☐ The member's address has changed.
- ☐ Another family member requested the change and this member has been moved also (casewrap).
- ☐ Other

6. Are there other TennCare enrollees in the family who believe they should stay in their current health plan?

☐ **NO** ☐ **YES**

If Yes, list names, SSN, and DOB:

Explain: "TennCare will begin processing your issue, but your health plan will still change when your letter says it will. This kind of appeal will be decided within 90 days. You can keep using the same doctors until the date in your letter. Your new health plan will send you information before then, but you can talk to your doctor now to see if they will take your new health plan."

Medical Services and Care Issue

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Explain: "I just need to get a little more information. May I ask you a few more questions?"

Use information from the Initial Contact form whenever possible to answer these questions and then confirm with your caller that the information is correct. Avoid asking questions for which you already have answers!

Reason for the call (if it is to appeal, what is the mistake the member thinks TennCare made?)

1. What reason does the member give for the appeal or issue? What problem are they having?

2. Does the member think TennCare made a mistake about their care?

☐ **NO** ☐ **YES** ☐ **UNSURE**

If Yes, what is the mistake the member thinks TennCare made?

Process Screening	**InterChange lookup:** What is the member's benefit package (BP) in 834?

3. a. What is the kind of medical service or care?

(Select one)
☐ Physical health
☐ Mental health
☐ Home health
☐ Dental
☐ MR services

b. What is the specific service that has been denied or reduced?

If Physical health, Mental health, or Dental, describe:

If Home health,
What kind of provider gives these services?
(Select one)
☐ Home Health Aide
☐ Nurse

What kind of services does this provider give the member?

☐ home health and/or nursing
☐ HCBS

If home health and/or nursing: Describe the services that have been denied or reduced:

If HCBS: What services have been denied or reduced:
☐ Adult Day Care
☐ Assisted Living
☐ Assistive Technology
☐ Case Management
☐ Home Delivered Meals
☐ Homemaker Services
☐ In-Home Respite
☐ Inpatient Respite
☐ Minor Home Modifications
☐ Personal Care Attendant
☐ Personal Care Services
☐ Personal Emergency Response System (PERS)
☐ Pest Control
☐ other (describe):

If MR services,

What services have been denied or reduced?

☐ Behavior
☐ Behavior Respite
☐ Day
☐ Durable Medical Equipment
☐ Environment Modification
☐ Family Model Residential
☐ Individual Transportation
☐ Medical Residential
☐ Nursing
☐ Nutrition
☐ Occupational Therapy
☐ Orientation and Mobility
☐ Personal Emergency Response
☐ Personal Assistance
☐ Physical Therapy
☐ Residential Habilitation
☐ Respite
☐ Specialized Medical Equipment
☐ Speech, Language, and Hearing
☐ Supported Living
☐ Transitional Case Management
☐ Under 21 Transitioning
☐ Vehicle Modification
☐ other (describe):

InterChange lookup for MCC:
c. Which MCC does the member have in the MCC screen in InterChange?

If Physical health, Home health, or Mental health was checked for 3a, picklist will be:
☐ 011/211 TennCare Select High MCO/BHO
If TennCare Select High was checked: Is member listed as DCS entering in their MCC screen?
☐ Yes ☐ No

☐ 004/204 TennCare Select Low MCO/BHO
☐ 027/127 BlueCare East MCO/BHO
☐ 028/128 BlueCare West MCO/BHO

☐ 029/129 UHC CommPlan East MCO/BHO
☐ 031/131 UHC CommPlan Middle MCO/BHO
☐ 030/130 UHC CommPlan West MCO/BHO
☐ 032/132 AmeriGroup Middle MCO/BHO
☐ Other

If Dental was checked, picklist will be:
☐ 071 TennDent
If TennDent was checked: Is member listed as DCS entering? ☐ Yes ☐ No

If MR services was checked, picklist will be:
☐ DIDS
If DIDS was checked: Is member listed as DCS entering in their MCC screen? ☐ Yes ☐ No

4. Did a doctor or other provider say that the member needs this service or care?

☐ **NO** ☐ **YES**

If Yes, list the doctor or other provider's name, phone number with area code, and address IF caller can provide:

Has the doctor or other provider asked the health plan for this service?

☐ **NO** ☐ **YES** ☐ **DON'T KNOW**

5. Did the member get a letter about the care they are trying to get or keep?

☐ **NO** ☐ **YES**

If Yes, answer questions below, IF the caller can provide:

a. What is the date of the letter?

b. Who is the letter from?

c. What are the letters and numbers in the top left-hand corner of the page?

6. Has the member paid out of pocket or is the member being billed for any of this care?

☐ **NO** ☐ **YES**

If Yes, please complete an additional R&B issue form.

Continuation of Benefits

7. Is the member getting this care now?

☐ **NO** ☐ **YES**

8. Has the member been getting this care, but it has stopped?

☐ **NO** ☐ **YES**

If the answers to both questions 7 and 8 are NO, STOP! Do not complete the rest of this section. Go to Appeal Timelines.

9. Does the member want to see if they can keep getting this care **DURING** the appeal?

☐ **NO** ☐ **YES**

If Yes, explain: "If you keep getting the care during your appeal and you lose, you may have to pay TennCare back. You will get a letter from TennCare that tells you if you can keep getting the care during your appeal."

Determination of Appeal Timelines:
Explain: "Now I need to tell you about the timeframes for your appeal. I'm going to read this information to you, and then I'll ask you if it applies to your case."
Read to the caller, slowly and clearly:

"Usually, your appeal is decided within 90 days after you file it. BUT, if you have an emergency, you may not be able to wait 90 days for your care. If you have an emergency, your appeal can be decided sooner. Your doctor must say in writing that it's an emergency. An emergency means if you don't get the care sooner than 90 days:

- You will be at risk of serious health problems OR you may die.
- OR, it will cause serious problems with your heart, lungs, or other parts of your body.
- OR, you will need to go into the hospital."

10. Does the member think they have an emergency?

☐ **NO** ☐ **YES**

If Yes, explain: "TennCare may ask your doctor to say in writing if this is an emergency for you." **AND**

a. "So just to make sure: Do you want to ask for an emergency appeal?"

☐ **NO** ☐ **YES**

11. Is this an **URGENT situation**?

☐ **NO** ☐ **YES**

Examples of URGENT situations:
The enrollee cannot get medical care, mental health care, or medical supplies and they indicate that such care must be received before the next business day.

The enrollee has been informed of their discharge from a hospital or mental health facility and they want to file an immediate appeal for continuation of stay.

Any other situation for which a solution must be found before the next business day, and for which TennCare can resolve. TennCare cannot change or make exceptions to benefit limit policies or non-covered services.

If Yes,

a. What is the action that the member needs from TennCare?

b. Was AFTER-HOURS Urgent Situation action taken? ☐ **NO** ☐ **YES**

More facts about your Health Plan Change appeal *(Valid Factual Dispute Clarification)*

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Explain: "I can submit the additional information that TennCare needs from you. May I ask you a few more questions?"

Reason for the call

What reason does the member give for the call?

Appeal Determination

1. Did the member file an appeal about their care? ☐ **NO** ☐ **YES**

Note – If the member's appeal is about pharmacy, or medicine, **STOP! DO NOT** complete this form! Use the "More facts about your Pharmacy Appeal" form instead.

2. Did the member get a letter from TennCare that said they needed more facts about the appeal?

☐ **NO** ☐ **YES**

If No, **STOP! DO NOT** complete this form! Re-determine the caller's issue and choose the appropriate form.

If Yes, and if caller can provide,

a. What is the date just above the member's name on page 1 (the date of the letter)?

b. What is the date just below the member's name and address (the date TennCare got the appeal)?

c. What are the letters in the top left-hand corner of the page?

☐ **VFD-MCCregion**
☐ **MCCregion**
For the above picks, go to Questions List #1

☐ **MCCNoOptOut**
☐ **VFD-MCCNoOptOut**
For the above picks, go to Questions List #2

☐ **MCCAdminAddinfo**
☐ **VFD-MCCAdminAddinfo**
For the above picks, go to Questions List #3

☐ **MCCAdminAddinfoCHOICES**
☐ **VFD-MCCAdminAddinfoCHOICES**
For the above picks, go to Questions List #4

☐ **MCCResParty**
☐ **VFD-MCCResParty**
For the above picks, go to Questions List #5

☐ **VFD-MCCTCSelectchange**
For the above pick, go to Questions List #6

☐ **VFD-MCCTCSelectmove**
For the above pick, go to Questions List #7

Explain: Now I'm going to ask you the questions that your letter asks you.

More Facts Questions

#1 Use for VFD-MCCregion
MCCregion

a. Which MCC would you like to change to?

b. Do you have a second choice?

c. If yes, please list your second choice.

d. What county do you live in?

e. Are you receiving SSI checks **and** your address is wrong in the TennCare system?

f. If yes, have you called Social Security at **1-800-772-1213** to update your address?

g. Have you moved?

h. If yes, have you called DHS at **1-866-311-4287** to update your address?

i. Is there **another reason** you think you can have the new health plan?

j. If yes, tell us why. Give us as many facts as you can.

#2 Use for VFD-MCONoOptOut
MCCNoOptOut

a. Which health plan would you like to change to?

b. Do you have a second choice?

c. If yes, please list your second choice.

d. What county do you live in?

e. Are you in the U.S. without legal papers?

f. Are you living outside of Tennessee?

g. If yes, where are you living?

h. Are you under 18 years old and in State Custody now, or have you been in State Custody less than 6 months ago?

i. Are you age 20 or older **and** in TennCare Standard?
(There are two kinds of TennCare: TennCare Medicaid and TennCare Standard. To find out which kind of TennCare you have, call the **Family Assistance Service Center** at **1-866-311-4287**.)

j. Is there **another reason** you think you can have the new health plan?

k. If yes, tell us why. Give as many facts as you can.

#3 Use for: MCCAdminAddinfo
VFD-MCCAdminAddinfo

a. Which health plan would you like to change to?

b. Do you have a second choice?

c. If yes, please list your second choice.

d. What county do you live in?

e. Do you have a medical condition that requires ongoing care?

f. If yes, please list.

g. Has your doctor stopped taking your current health plan?

h. What is your doctor's name and phone number?

i. Have you asked your current health plan if there is another doctor that can help you?

j. Have you asked your current health plan to continue seeing your doctor?

k. What did they say?

l. Does your doctor take the new health plan?

#4 Use for: MCCAdminAddinfoCHOICES
VFD-MCCAdminAddinfoCHOICES

a. Which MCC would you like to change to?

b. Do you have a second choice?

c. If yes, please list your second choice.

d. What county do you live in?

e. Can you get your Long Term Care services from your current health plan?

f. What Long Term Care services are you trying to get? Please list them.

g. Can the new health plan give you these services?

#5 Use for: MCCResParty
VFD-MCCResParty

a. Name of the person who asked us to change your health plan.

b. Is this person your parent, guardian, spouse, or child over age 18?

c. If yes, which one?

d. Does this person have legal authority to make medical decisions for you?

e. If yes, do you have legal papers that say this?

(Legal papers are things like birth certificates, marriage certificates, child custody papers, and Durable Power of Attorney for Health Care papers.)

#6 Use for VFD-MCCTCSelectchange

a. Which health plan would you like to change to?

b. Do you have a second choice?

c. If yes, please list your second choice.

d. What county do you live in?

e. Are you in the U.S. without legal papers?

f. Are you living outside of Tennessee?

g. If yes, where are you living?

h. Are you age 20 or older **and** in TennCare Standard?
(There are two kinds of TennCare: TennCare Medicaid and TennCare Standard.
To find out which kind of TennCare you have, call the **Family Assistance Service Center** at **1-866-311-4287**.)

i. Are you under age 21?

j. Are you getting SSI checks now?

k. Are you under 18 years old and in State Custody now, or have you been in State Custody less than 6 months ago?

l. Are you getting nursing home care or other long term care that TennCare pays for?

m. If yes, please tell us what kind of care and who gives the care.

n. Is there **another reason** you think you can have TennCare Select?

o. If yes, tell us why. Give us as many facts as you can.

#7 Use for VFD-MCCTCSelectmove

a. What county do you live in?

b. Are you in the U.S. without legal papers?

c. Are you living outside of Tennessee?

d. If yes, where are you living?

e. Are you age 20 or older and in TennCare Standard?
(There are two kinds of TennCare: TennCare Medicaid and TennCare Standard.
To find out which kind of TennCare you have, call the **Family Assistance Service Center** at **1-866-311-4287**.)

f. Are you under age 21?

g. Are you getting SSI checks now?

h. Are you under 18 years old and in State Custody now, or have you been in State Custody less than 6 months ago?

i. Are you getting nursing home or other long term care that TennCare pays for?

j. If yes, please tell us what kind of care and who gives the care.

k. Is there **another reason** you think you can stay in TennCare Select?

l. If yes, **tell us why**. Give us as many facts as you can.

More facts about your NON-pharmacy appeal *(Valid Factual Dispute Clarification)*

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Explain: "I can submit the additional information that TennCare needs from you. May I ask you a few more questions?"

Reason for the call

What reason does the member give for the call?

Appeal Determination

1. Did the member file an appeal about their care? ☐ **NO** ☐ **YES**

Note – If the member's appeal is about pharmacy, or medicine, **STOP! DO NOT** complete this form! Use the "More facts about your Pharmacy Appeal" form instead.

2. Did the member get a letter from TennCare that said they needed more facts about the appeal?

☐ **NO** ☐ **YES**

If No, **STOP! DO NOT** complete this form! Re-determine the caller's issue and choose the appropriate form.

If Yes, and if caller can provide,

a. What is the date just above the member's name on page 1 (the date of the letter)?

b. What is the date just below the member's name and address (the date TennCare got the appeal)?

c. What are the letters in the top left-hand corner of the page?

☐ **TSU VFD 1-HHAlimits**
☐ **TSU VFD 1-HHNlimits**
☐ **TSU VFD 1-HHA&Nlimits**
☐ **TSU VFD 1-NcovNPhSAincVFD**
☐ **TSU VFD 1-NcovNPhS/R/BAVFD**

For any of the above picks, go to Questions List # 1

☐ **TSU VFD 1-NPhSAinc**

For the above pick, go to Questions List # 2

☐ **TSU VFD 1-provider**

For the above pick, go to Questions List #3

☐ **TSU VFD 1-LTCOTL**

For the above pick, go to Questions List #4

☐ **TSU VFD 1-PDN**

For the above pick, go to Questions List #5

☐ **TSU VFD 1-CHOICESlimits**
☐ **TSU VFD 1-LTCOTLCHOICES**

For any of the above picks, go to Questions List #6

Explain: Now I'm going to ask you the questions that your letter asks you.

More Facts Questions

#1 Use for TSU VFD 1-HHAlimits
TSU VFD 1-HHNlimits
TSU VFD 1-HHA&Nlimits
TSU VFD 1-NcovNPhSAincVFD
TSU VFD 1-NcovNPhS/R/BAVFD

a. What is the **kind of care** you are appealing about?

b. Are you **under age 21?**

c. If so, have you **ever appealed** to tell us we have your age wrong?

d. **Why** didn't you appeal before?

e. Is there **another reason** you think TennCare should still pay for this care?

f. If so, **tell us why**. Be specific. Give us as many facts as you can.

#2 Use for TSU VFD 1-NPhSAinc

a. What is the **kind of care** you are appealing about?

#3 Use for TSU VFD 1-provider

a. Is there a **reason** you think TennCare should continue to pay your current provider for this care?

b. If so, **tell us why.** Be specific. Give us as many facts as you can.

c. Has your current level of care stopped?

d. Has your care been delayed?

e. Is there a **medical** reason that you must see only this provider?

f. If so, tell us why. Be specific.

#4 Use for TSU VFD 1-LTCOTL

a. Is there **another reason** you think the Statewide Waiver should pay for this care?

b. If so, **tell us why**. Be specific. Give us as many facts as you can.

#5 Use for TSU VFD 1-PDN

a. What is the **kind of care** you are appealing about?

b. Are you **under age 21?**

c. If so, have you **ever appealed** to tell us we have your age wrong?

d. **Why** didn't you appeal before?

e. Are you on a ventilator for at least 12 hours each day?

f. Do you have a functioning tracheostomy AND need certain other kinds of nursing care?

g. If so, what types of nursing care? **Be specific.**

h. Is there **another reason** you think TennCare should pay for this care?

i. If so, **tell us why.** Be specific. Give us as many facts as you can.

#6 Use for TSU VFD 1-CHOICESlimits
TSU VFD 1-LTCOTLCHOICES

a. Is there a reason you think TennCare should pay for this care?

b. If yes, tell us why. Give as many facts as you can.

More facts about your pharmacy appeal *(Valid Factual Dispute Clarification)*

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Explain: "I can submit the additional information that TennCare needs from you. May I ask you a few more questions?"

Reason for the call

What reason does the member give for the call?

Appeal Determination

1. Did the member file an appeal about their medicine? ☐ **NO** ☐ **YES**

Note – If the member's appeal is about care or services, **STOP! DO NOT** complete this form!
Use the "More facts about your NON-Pharmacy Appeal" form instead.

2. Did the member get a letter from TennCare that said they needed more facts about the appeal?

☐ **NO** ☐ **YES**

If No, **STOP! DO NOT** complete this form! Re-determine the caller's issue and choose the appropriate form.

If Yes, and if caller can provide,

a. What is the date just above the member's name on page 1 (the date of the letter)?

b. What is the date just below the member's name and address (the date TennCare got the appeal)?

c. What are the letters in the top left-hand corner of the page?

☐ **TSU VFD-B&B**
☐ **TSU VFD-B&B.NDC**
☐ **TSU VFD 1-NCovPhRAincVFD**
☐ **TSU VFD 1-NcovPhS/RAVFD**
For any of the above picks, go to Questions List #1

☐ **TSU VFD 1-OTLPhS/RAVFDaft2/1**
☐ **TSU VFD 1-OTLPhRAincVFD**
For any of the above picks, go to Questions List #2

☐ **TSU VFD-Md.NCD**
☐ **TSU VFD-Md**
For any of the above picks, go to Questions List #3

☐ **TSU VFD 1-PhS/RAVFD**
For the above pick, go to Questions List #4

Explain: Now I'm going to ask you the questions that your letter asks you.

More Facts Questions

#1 Use for TSU VFD-B&B
TSU VFD-B&B.NDC
TSU VFD 1-NCovPhRAincVFD
TSU VFD 1-NcovPhS/RAVFD

a. Are you **under age 21?**

b. If so, have you **ever appealed** to tell us we have your age wrong?

c. **Why** didn't you appeal before?

d. Is there **another reason** you think TennCare should still pay for your medicine?

e. If so, **tell us why**. Be specific. Give us as many facts as you can.

#2 Use for TSU VFD 1-OTLPhS/RAVFDaft2/1
TSU VFD 1-OTLPhRAincVFD

a. Do you think we made a mistake counting the care or medicine you've gotten?

b. Do you think any of the drugs we counted are on the "Exempt" List (It used to be called the Pharmacy Short List)?

c. Do you think the drug you're appealing about is on the "Exempt" List?

d. Do you think that any of the drugs we counted are on the "Over the Limit" List AND your doctor got TennCare's OK to pay for it?

e. Do you think the drug you're appealing about is on the "Over the Limit" List AND your doctor got TennCare's OK to pay for it?

f. Are you under age 21?

g. If so, have you ever appealed to tell us you're under age 21?

h. Why didn't you appeal before?

i. Do you get nursing home or other long term care that TennCare pays for?

j.. Are you in a developmental center for persons with mental retardation (ICF-MR)?

k. Do you get care in a Home and community based services (HCBS) waiver program?

l. If so, have you **ever appealed** to tell us you get nursing home or other long term care that TennCare pays for?

m. **Why** didn't you appeal about long term care before?

n. Is there **another reason** you think TennCare should pay for this drug?

o. If so, **tell us why**. Be specific. Give us as many facts as you can.

#3 use for TSU VFD-Md
TSU VFD-Md.NDC

a. Are you **under age 21?**

b. If so, have you **ever appealed** to tell us we have your age wrong?

c. **Why** didn't you appeal before?

d. Do you **have Medicare** that covers any kind of health care for you?

e. If you **don't**, have you **ever appealed** to tell us you don't have Medicare?

f. **Why** didn't you appeal about Medicare before?

g. Is there **another reason** you think TennCare should still pay for your medicine?

h. If so, **tell us why**. Be specific. Give us as many facts as you can.

#4 use for TSU VFD 1-PhS/RAVFD.CoPay

a. Do you think these drugs are not brand name drugs?

b. Do you think these drugs are on the Pharmacy Short List?

c. Are you under age 21?

D. If so, have you ever appealed to tell us you're under age 21?

e. Why didn't you appeal before?

f. Do you get nursing home or other long term care that TennCare pays for?

g. Are you in a developmental center for persons with mental retardation (ICF-MR)?

h. Do you get care in a Home and community based services (HCBS) waiver program?

i. If so, have you ever appealed to tell us you get nursing home or other long term care that TennCare pays for?

j. Why didn't you appeal before?

k. Are you in Hospice care?

l. Is there another reason you think TennCare should pay you back for this co-payment?

m. If so, tell us why. Be specific. Give us as many facts as you can.

Pharmacy Lock-in Status Issue

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Explain: "I just need to get a little more information. May I ask you a few more questions?"

Use information from the Initial Contact form whenever possible to answer these questions and then confirm with your caller that the information is correct. Avoid asking questions for which you already have answers!

Reason for the call (if it is to appeal, what is the mistake the member thinks TennCare made?)

1. What reason does the member give for the appeal or issue? What problem are they having?

2. Does the member think TennCare made a mistake about their care?

☐ **NO** ☐ **YES** ☐ **UNSURE**

If Yes, what is the mistake the member thinks TennCare made?

Note: If the member is requesting to change the pharmacy they are locked into, STOP! Refer the member to the TennCare Pharmacy Unit at 1-888-816-1680 and resolve the call as Referred. Use this form only if the member believes that TennCare made a mistake in locking them in to a pharmacy altogether.

Pharmacy Lock-in Status Issue (member does not want to be locked-in to <u>any</u> pharmacy)

3. Member's current pharmacy name:	Current pharmacy phone number:
Current pharmacy address:	

4. Did the member receive a letter about being locked-in to this pharmacy?

☐ **NO** ☐ **YES**

If Yes, answer questions below, IF the caller can provide:

a. What is the date of the letter?

b. Who is the letter from?

c. What are the letters and numbers in the top left-hand corner of the page?

Continuation of Benefits

5. Is the member getting medicine from more than one drug store now? ☐ **NO** ☐ **YES**

6. Has the member been getting medicine from more than one drug store? ☐ **NO** ☐ **YES**

If the answers to both questions 5 and 6 are NO, STOP! Do not complete the rest of this section. Go to Appeal Timelines.

7. Does the member want to see if they can keep getting medicine from more than one drug store **DURING** the appeal?

☐ **NO** ☐ **YES**

If Yes, explain: "You will get a letter from TennCare that tells you if you can keep getting medicine from more than one drug store during your appeal."

Determination of Appeal Timelines:

Explain: "Now I need to tell you about the timeframes for your appeal. I'm going to read this information to you, and then I'll ask you if it applies to your case."

Read to the caller, slowly and clearly:

"Usually, your appeal is decided within 90 days after you file it. BUT, if you have an emergency, you may not be able to wait 90 days for your medicine. If you have an emergency, your appeal can be decided sooner. Your doctor must say in writing that it's an emergency. An emergency means if you don't get the medicine sooner than 90 days:

- You will be at risk of serious health problems OR you may die.
- OR, it will cause serious problems with your heart, lungs, or other parts of your body.
- OR, you will need to go into the hospital."

8. Does the member think they have an emergency? ☐ **NO** ☐ **YES**

If Yes, explain: "TennCare may ask your doctor to say in writing if this is an emergency for you." **AND**

a. "So just to make sure: Do you want to ask for an emergency appeal?" ☐ **NO** ☐ **YES**

9. Is this an URGENT situation? ☐ **NO** ☐ **YES**

Note: The enrollee must be eligible for TennCare, have Prescription Benefits with TennCare, and the medicine they are trying to get cannot wait until the next business day.

Examples of URGENT situations:
The medicine is being denied because the pharmacy is not the lock-in pharmacy AND
The member is completely out of their medicine and it is dangerous if they stop taking it.

If Yes,
a. What is the action that the member needs from TennCare?

b. Was AFTER-HOURS Urgent Situation action taken? ☐ **NO** ☐ **YES**

Pharmacy Issues

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Explain: "I just need to get a little more information. May I ask you a few more questions?"

You should use information from the Initial Contact form whenever possible to answer these questions and then confirm with your caller that the information is correct. Avoid asking questions for which you already have answers!

Reason for the call (if it is to appeal, what is the mistake the member thinks TennCare made?)

1. What is the reason the member gives for the appeal or issue? What problem are they having?

2. Does the member think TennCare made a mistake about their medicine?

☐ **NO** ☐ **YES** ☐ **UNSURE**

a. If Yes, what is the mistake the member thinks TennCare made?

The following are additional screening questions for pharmacy issues (a referral may be made as a result of any of these questions; however you should listen closely to your caller's answers and continue to complete the Issue form when appropriate to do so.)

Medicare screening	**InterChange lookup:** What is the member's age in Recipient Base? What is the member's MCO AID code in 834? **(select one)** ☐ 17 – Medicaid/**Medicare** ☐ 27 – Standard ☐ 37 – Standard ☐ 47 – Medicaid ☐ 67 – Medicaid ☐ 77 – Standard/**Medicare** ☐ 87 – Standard ☐ 97 – Standard

3. Does the member have Medicare AND is age 21 or older? ☐ **NO** ☐ **YES**

If Yes, explain "Since you have Medicare, the Medicare Part D program provides your prescription coverage instead of Tenncare. If you have questions about Medicare Part D, you can talk to your pharmacist or call Medicare for help. Medicare's number is 1-800-633-4227."

a. Was the member's issue resolved by referring to Medicare? ☐ **NO** ☐ **YES**

4. Does the member have Medicare AND is under age 21? ☐ **NO** ☐ **YES**

If Yes, explain, "Since you have Medicare, the Medicare Part D program provides most of your prescription coverage. If you are under age 21 and have Medicare, TennCare will cover only the kinds of drugs that Medicare doesn't cover. If you have questions about Medicare Part D, you can talk to your pharmacist or call Medicare for help. Medicare's number is

1-800-633-4227."

If Yes, is the member calling about a kind of drug that Medicare doesn't cover? ☐ NO ☐ YES

If No, was the member's issue resolved by referring to Medicare? ☐ NO ☐ YES

Pharmacy Benefit Limit screening	**InterChange lookup:** What is the member's benefit package (BP) in 834? **(select one)** ☐ A – prescriptions as medically necessary ☐ B – 5 prescription limit/month ☐ C – no prescription benefit ☐ D – 5 prescription limit/month ☐ E – prescriptions as medically necessary ☐ F – no prescription benefit ☐ G – no prescription benefit ☐ H – prescriptions as medically necessary for drugs not covered by Medicare Part D ☐ **J** – prescriptions as medically necessary for a CHOICES member ☐ **K** – no prescription benefit for a CHOICES/Medicare member

5. Is the member calling about their monthly limit on prescription drugs? ☐ NO ☐ YES

If Yes, explain: "All adults age 21 and older in TennCare that still have pharmacy benefits have a 5 prescription or refill limit every month except for people getting nursing home or other long term care paid for by TennCare. AND, only 2 can be brand name drugs. That means that at least 3 must be generic. After you've reached your monthly limit, TennCare won't pay for any more medicine that month."

Was the member's issue resolved with this explanation? ☐ NO ☐ YES

6. Is the member having problems related to their limit? ☐ NO ☐ YES

Examples of Benefit Limit issues:
They have not reached their limit that month.
They shouldn't have a limit because they get long-term care or are under age 21
Their medicine is on the Short List

a. If **Yes**, describe the problem:

Prescription Information:

7. Name of medicine:

8. Name of prescriber:	**9.** Prescriber phone number with area code:

10. Does this doctor say the medicine is still needed?

☐ NO ☐ YES

11. Name of pharmacy:	**12.** Pharmacy phone number with area code:

13. Pharmacy address/location:

14. Did the member get a different medicine at the pharmacy?
☐ **NO** ☐ **YES**

If Yes, name of alternate medicine:

Process screening

15. Does the member have a prescription for the medicine they want?

☐ **NO** ☐ **YES**

If No, refer to their doctor for help in getting a prescription.

If member needs to access a PCP, refer to their MCO **OR**, complete the Medical Services Issue form if appropriate.

Was the member's issue resolved with this referral?
☐ **NO** ☐ **YES**

16. Does the prescription need an OK (Prior Authorization)? ☐ **NO** ☐ **YES** ☐ **DON'T KNOW**

a. If Yes, has the doctor asked for a PA for the drug? ☐ **NO** ☐ **YES**

If No, refer to their doctor to request a PA, OR to prescribe a different medicine.

Was the member's issue resolved with this referral? ☐ **NO** ☐ **YES**

17. Has the member taken the prescription to the pharmacy? ☐ **NO** ☐ **YES**

If No, refer to their pharmacy for help.

Was the member's issue resolved with this referral? ☐ **NO** ☐ **YES**

18. Was the prescription denied at the pharmacy? ☐ **NO** ☐ **YES**

If Yes, select the reason why it was denied:

- ☐ **a.** Caller does not know why it was denied
- ☐ **b.** Over the limit
- ☐ **c.** No drug coverage through TennCare.
- ☐ **d.** Drug needs an OK and doctor didn't ask for one.
- ☐ **e.** Doctor asked for an OK but TennCare denied it.
- ☐ **f.** Other reason

19. Did the member get a letter about the medicine they are trying to get? ☐ **NO** ☐ **YES**

If Yes, answer questions below, IF the caller can provide:

a. What is the date of the letter?

b. Who is the letter from?

c. What are the letters and numbers in the top left-hand corner of the page?

Continuation of Benefits

20. Is the member getting this medicine paid by TennCare now? ☐ **NO** ☐ **YES**

21. Has the member been getting this medicine paid by TennCare, but it has stopped? ☐ **NO** ☐ **YES**

If the answers to both questions 20 and 21 are NO, STOP! Do not complete the rest of this section. Go to Appeal Timelines.

22. Does the member want to see if they can keep getting this medicine **DURING** the appeal?

☐ **NO** ☐ **YES**

If Yes, explain: "If you keep getting the medicine during your appeal and you lose, you may have to pay TennCare back. You will get a letter from TennCare that tells you if you can keep getting the medicine during your appeal."

Determination of Appeal Timelines:

Explain: "Now I need to tell you about the timeframes for your appeal. I'm going to read this information to you, and then I'll ask you if it applies to your case."

Read to the caller, slowly and clearly:

"Usually, your appeal is decided within 90 days after you file it. BUT, if you have an emergency, you may not be able to wait 90 days for your medicine. If you have an emergency, your appeal can be decided sooner. Your doctor must say in writing that it's an emergency. An emergency means if you don't get the medicine sooner than 90 days:

- You will be at risk of serious health problems OR you may die.
- OR, it will cause serious problems with your heart, lungs, or other parts of your body.
- OR, you will need to go into the hospital."

23. Does the member think they have an emergency? ☐ **NO** ☐ **YES**

If Yes, explain: "TennCare may ask your doctor to say in writing if this is an emergency for you." **AND**

a. "So just to make sure: Do you want to ask for an emergency appeal?" ☐ **NO** ☐ **YES**

24. Is this an URGENT situation? ☐ **NO** ☐ **YES**

Note: The enrollee must be eligible for TennCare, have Prescription Benefits with TennCare, and the medicine they are trying to get cannot wait until the next business day.

Examples of URGENT situations:
The pharmacy cannot find the member in their system or is having difficulty running the prescription through their system.
The member is completely out of their medicine and it is dangerous if they stop taking it.

If Yes,
a. What is the action that the member needs from TennCare?

b. Was AFTER-HOURS Urgent Situation action taken? ☐ **NO** ☐ **YES**

Reimbursement or Billing Issue for Medical Services

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Explain: "I just need to get a little more information. May I ask you a few more questions?"

Use information from the Initial Contact form whenever possible to answer these questions and then confirm with your caller that the information is correct. Avoid asking questions for which you already have answers!

Reason for the call (if it is to appeal, what is the mistake the member thinks TennCare made?)

1. What is the reason the member gives for the appeal or issue? What problem are they having?

NOTE – If the issue is for pharmacy services, **STOP! DO NOT** complete this form. Go to Reimbursement or Billing Issues for Pharmacy.

2. Does the member think TennCare made a mistake?

☐ **NO** ☐ **YES** ☐ **UNSURE**

a. If Yes, what is the mistake the member thinks TennCare made?

Process screening:

3. Has the member **paid out-of-pocket** for health care that they think should be covered by TennCare?

☐ **NO** ☐ **YES**

If Yes,

Describe the specific service they paid for:

a. What kind of health care was the service?
☐ **Physical health**
☐ **Mental health**
☐ **Dental**
☐ **MR services**

b. What is the **date** that they actually got the care?

InterChange Lookup in 834:

c. What MCO Aid Code did the member have on this date of service?

- ☐ 17
- ☐ 27
- ☐ 37
- ☐ 47
- ☐ 67
- ☐ 77
- ☐ 87
- ☐ 97

If 17 is picked, operator should explain: "I'm showing that you had both Medicare and Medicaid on that date. TennCare Solutions can't help you with reimbursement and billing issues for Medicare and Medicaid, but there is another place you can call for help. It's called the TennCare Crossover Billing Call Center and their phone number is 1-800-523-2863."

Was the member's issue resolved by referring to TennCare Crossover Billing? ☐ **Yes** ☐ **No**

InterChange Lookup in MCC:

d. Which MCC did the member have on this date of service? Operator: if date of service is unknown, select member's current MCC.

If Physical health or Mental health was checked for 3a, picklist will be:

☐ 011/211 TennCare Select High MCO/BHO

If TennCare Select High was checked: Is member listed as DCS entering in their MCC screen? ☐ Yes ☐ No

- ☐ 004/204 TennCare Select Low MCO/BHO
- ☐ 027/127 BlueCare East MCO/BHO
- ☐ 028/128 BlueCare West MCO/BHO
- ☐ 029/129 UHC CommPlan East MCO/BHO
- ☐ 031/131 UHC CommPlan Middle MCO/BHO
- ☐ 030/130 UHC CommPlan West MCO/BHO
- ☐ 032/132 AmeriGroup Middle MCO/BHO
- ☐ 001 UAHC Health Plan of TN
- ☐ 002 BlueCare
- ☐ 006 Unison Health Plan
- ☐ 008 AmeriChoice East (formerly John Deere)
- ☐ 009 TLC Family Care Health Plan
- ☐ 014 PHP TennCare
- ☐ 019 BlueCare
- ☐ 081 Premier Behavioral Systems
- ☐ 082 Tennessee Behavioral Health
- ☐ Other

If Dental was checked, picklist will be:

- ☐ 054 DentaQuest
- ☐ 071 TennDent

If DentaQuest or TennDent was checked: Is member listed as DCS entering? ☐ Yes ☐ No

If MR services was checked, picklist will be:

☐ DIDS

If DIDS was checked: Is member listed as DCS entering in their MCC screen? ☐ Yes ☐ No

4. Has the member **received a bill** for health care that they think should be covered by TennCare?

☐ **NO** ☐ **YES**

If Yes, did the member pay the bill?

☐ **NO** ☐**YES** **(If Yes, refer to #3 for reimbursement info.)**

If No,

Describe the specific service they were billed for:

a. What kind of health care was the service?
☐ **Physical health**
☐ **Mental health**
☐ **Dental**
☐ **MR services**

b. What is the **date** that they actually got the care?

InterChange Lookup in 834:

c. What MCO Aid Code did the member have on this date of service?

☐ **17**
☐ **27**
☐ **37**
☐ **47**
☐ **67**
☐ **77**
☐ **87**
☐ **97**

If 17 is picked, operator should explain: "I'm showing that you had both Medicare and Medicaid on that date. TennCare Solutions can't help you with reimbursement and billing issues for Medicare and Medicaid, but there is another place you can call for help. It's called the TennCare Crossover Billing Call Center and their phone number is 1-800-523-2863."

Was the member's issued resolved by referring to TennCare Crossover Billing? ☐ **Yes** ☐ **No**

InterChange Lookup in MCC screen:

d. Which MCC did the member have on this date of service?
If Physical health or Mental health was checked for 3a, picklist will be:
☐ 011/211 TennCare Select High MCO/BHO
If TennCare Select High was checked: Is member listed as DCS entering in their MCC screen?
☐ Yes ☐ No
☐ 004/204 TennCare Select Low MCO/BHO
☐ 027/127 BlueCare East MCO/BHO
☐ 028/128 BlueCare West MCO/BHO
☐ 029/129 UHC CommPlan East MCO/BHO
☐ 031/131 UHC CommPlan Middle MCO/BHO
☐ 030/130 UHC CommPlan West MCO/BHO
☐ 032/132 AmeriGroup Middle MCO/BHO
☐ 001 UAHC Health Plan of TN

☐ 002 BlueCare
☐ 006 Unison Health Plan
☐ 008 AmeriChoice East (formerly John Deere)
☐ 009 TLC Family Care Health Plan
☐ 014 PHP TennCare
☐ 019 BlueCare
☐ 081 Premier Behavioral Systems
☐ 082 Tennessee Behavioral Health
☐ Other

If Dental was checked, picklist will be:
☐ 054 DentaQuest
☐ 071 TennDent
If DentaQuest or TennDent was checked: Is member listed as DCS entering? ☐ Yes ☐ No

If MR services was checked, picklist will be:
☐ DIDS
If DIDS was checked: Is member listed as DCS entering in their MCC screen? ☐ Yes ☐ No

Explain:

In order to help you with this problem, TennCare will need copies of receipts that show you paid for this care, or copies of the bills you received. We only need one copy of each bill or receipt. But the bill or receipt has to show:

- the kind of care,
- the date you got the care,
- the name of the person who got the care,
- the name of the doctor or other place that gave you the care, and
- the dollar amount of the care,

Receipts and bills that usually **don't** give us all of the facts are things like a cash register receipt or a bill from a collections agency, or an EOB (that stands for Explanation of Benefits) from an insurance company. If you don't have a receipt or a bill that has all of the facts on it, you should ask your doctor or the place that gave you the care for a copy.

When you have your receipts or bills, the fastest way to get that information to TennCare is to fax it. Do you have access to a fax machine? (**if no**, go to instructions for mailing)

To Fax
You can **fax** the information to **1-800-778-4234**. Be sure you write on the cover page your name, SSN, address, and phone number, and that this is for an appeal that you filed by phone on <today's date>.

To Mail
If you can't fax the receipts or bill, you can mail your copies to TennCare. Please mail them right away.
You can mail the copies to:

TennCare Solutions Unit
PO Box 593
Nashville, TN 37202-0593

If you mail them, be sure you send copies and keep your original receipts or bill. Be sure you include your name, SSN, address, and phone number on each copy, and tell us that this is for an appeal that you filed by phone on <today's date>.

This kind of appeal will be decided within 90 days of when TennCare gets all of your information.

Reimbursement or Billing Issues for Pharmacy

Operator ID:	Date:	Time:
Member's Name:	Member's SSN:	

Explain: "I just need to get a little more information. May I ask you a few more questions?"

Use information from the Initial Contact form whenever possible to answer these questions and then confirm with your caller that the information is correct. Avoid asking questions for which you already have answers!

Reason for the call (if it is to appeal, what is the mistake the member thinks TennCare made?)

1. What is the reason the member gives for the appeal or issue? What problem are they having?

NOTE – If the issue is for medical services, **STOP! DO NOT** complete this form. Go to Reimbursement or Billing Issues for Medical Services.

2. Does the member think TennCare made a mistake?

☐ **NO** ☐ **YES** ☐ **UNSURE**

a. If Yes, what is the mistake the member thinks TennCare made?

Process Screening

3. Has the member **paid out-of-pocket** for medicine that they think should be covered by TennCare?

☐ **NO** ☐ **YES**

If Yes,

a. What kind of medicine did they pay for?

b. What is the **date** they actually got the medicine?

4. Has the member **received a bill** for medicine that they think should be covered by TennCare?

☐ **NO** ☐ **YES**

If Yes, did the member pay the bill?

☐ **NO** ☐ **YES** **(If Yes, refer to #3 for reimbursement info.)**

If No,

a. What kind of medicine is the member being billed for?

b. What is the **date** that the member actually got the medicine?

5. Did the member have a prescription for the medicine that they got?

☐ **NO** ☐ **YES**

6. Did the prescription need an OK (Prior Authorization) in order for TennCare to pay?

☐ **NO** ☐ **YES** ☐ **DON'T KNOW**

a. If Yes, did the doctor ask for a PA for the drug?

☐ **NO** ☐ **YES**

7. Was the prescription denied by TennCare at the pharmacy? ☐ **NO** ☐ **YES**

If Yes, select the reason why it was denied:

☐ **a.** Caller does not know why it was denied
☐ **b.** Over the limit
☐ **c.** No drug coverage through TennCare.
☐ **d.** Drug needs an OK and doctor didn't ask for one.
☐ **e.** Doctor asked for an OK but TennCare denied it.
☐ **f.** Other reason:

8. Did the member get a letter about the medicine that they got?

☐ **NO** ☐ **YES**

If Yes, answer questions below, IF the caller can provide:

a. What is the date of the letter?

b. Who is the letter from?

c. What are the letters and numbers in the top left-hand corner of the page?

Explain:

In order to help you with this problem, TennCare will need copies of receipts that show you paid for this medicine, or copies of the bills you received. We only need one copy of each bill or receipt. But the bill or receipt has to show:

- the name of the medicine,
- the date you got the medicine,
- the name of the person who got the medicine,
- the name of the pharmacy of drug store that gave you the medicine, and
- the dollar amount that you paid for the medicine.

Receipts and bills that usually **don't** give us all of the facts are things like a cash register receipt or a bill from a collections agency, or an EOB (that stands for Explanation of Benefits) from an insurance company. If you don't have a receipt or a bill that has all of the facts on it, you should ask your pharmacy for a printout of all the medicines that you've gotten.

When you have your receipts or bills, the fastest way to get that information to TennCare is to fax it. Do you have access to a fax machine?
(**if no**, go to instructions for mailing)

To Fax
You can **fax** the information to **1-888-345-5575**. Be sure you write on the cover page your name, SSN, address, and phone number, and that this is appeal that you filed by phone on <today's date>.

To Mail

If you can't fax the receipts or bill, you can mail your copies to TennCare. Please mail them right away.
You can mail the copies to:

TennCare Solutions Unit
PO Box 593
Nashville, TN 37202-0593

If you mail them, be sure you send copies and keep your original receipts or bill. Be sure you include your name, SSN, address, and phone number on each copy, and tell us that this is for an appeal that you filed by phone on <today's date>.

This kind of appeal will be decided within 90 days of when TennCare gets all of your information.

Urgent Situations

Attachment D.1 Urgent Situations Received After Hours
Attachment D.2 Urgent Situations Received During Normal Business Hours

STATE OF TENNESSEE
BUREAU OF TENNCARE
P.O. Box 000593
NASHVILLE, TENNESSEE 37202-0593

Policy Name:	Urgent Situations Received After Hours	Page 1 of 3	
Department:	TSU Call Center	Rev Date:	02/20/09

PURPOSE:

The purpose of this operational policy and procedure is to establish the process by which urgent situations received via the TSU Call Center after normal business hours are handled. Urgent Situations are defined as: situations that require action taken for the member before the next business day, AND that the action required is something that TennCare is able to do.

STATEMENT OF OBJECTIVE:

To provide guidelines by which the TSU Call Center will process after hour calls.

LEGAL/CONTRACT REFERENCE:

Grier consent Decree Section C.9.c

OPERATING PROTOCOL:

The process should occur as follows:

1. When an after hours call is received, the call center operator should complete the appropriate issue form, collecting the following demographic information: Caller Name, Enrollee Name, Contact phone number, Social Security number (or temporarily assigned ID number), Date of birth,

   the following eligibility information: Member Name, Effective date, End Date, Benefit Package Category, MCO assignment, BHO Assignment,

   and details of the nature of the call and the problem the member is experiencing. The call center staff member should have a clear understanding of whether the problem is MCO, BHO or pharmacy related.

2. Once the problem is identified and the appropriate issue form completed, the call center should follow the procedures listed below:

3. Any *medical or behavioral service* issue should be referred to the after hours staff on duty for the respective MCO or BHO. The following steps should be taken for a call referred to the MCC:
   a. The after hours staff member for the MCC should be provided with all information available.
   b. The MCC after hours staff member must call the member and explain that the request has been referred to their MCC.
   c. The MCC after hours staff member must also advise the MCC that final resolution, including further action that may need to occur the next business day (action), should be reported to TSU.
   d. Once MCC resolution or action has been determined, the member should be called and resolution/action should be relayed.

4. The following steps should be followed for any *pharmacy service* issue:

   a. Call pharmacy to verify that correct SSN and/or demographics are being used to run the claim AND reason for denial.

   b. Call PBM to verify member's eligibility and reason for denial.

5. Call the member to explain outcome (immediate resolution, delayed action for next business day, or appeal filed).

6. All after hour outgoing calls should be documented by the call center staff member in the narrative text box of the issue form.

7. The issue form should be included in the next business day's first delivery to the appropriate TSU unit for updating and processing.

*Anytime the after hours staff member has a question regarding a call, the TSU Call Center Manager or the Director of Medical Appeals should be contacted.

Revised: 9/1/07, 2/11/08, 2/20/09

STATE OF TENNESSEE
BUREAU OF TENNCARE
P.O. Box 000593
NASHVILLE, TENNESSEE 37202-0593

Policy Name:	Urgent Situations Received During Normal Business Hours	Page 1 of 3	
Department:	TSU Call Center	Dev. Date:	03/23/09

PURPOSE:

The purpose of this operational policy and procedure is to establish the process by which urgent situations received via the TSU Call Center during normal business hours are handled. Urgent Situations are defined as: situations that require action taken for the member before the next business day, AND that the action required is something that TennCare is able to do.

STATEMENT OF OBJECTIVE:

To provide guidelines by which the TSU Call Center will process urgent situations during normal business hours.

OPERATING PROTOCOL:

The process will occur as follows:

1. When an urgent situation call is received between the hours of 8:00a – 4:30p, Monday through Friday (except holidays), the call center will complete the appropriate issue form, collecting the following demographic information: Caller Name, Enrollee Name, Contact phone number, Social Security number (or temporarily assigned ID number), Date of birth,

   the following eligibility information: Member Name, Effective date, End Date, Benefit Package Category, MCO assignment, BHO Assignment, and details of the nature of the call and the problem the member is experiencing. The call center will have a clear understanding of whether the problem is MCO, BHO or pharmacy related.

2. Once the problem is identified and the appropriate issue form completed, the call center will follow the procedures listed below:

3. Any *medical or behavioral service* issue will be immediately referred to appropriate TSU/VFD staff for processing. The following steps will be taken:
    a. The Call Center will email a PDF of the call sheet to appropriate TSU/VFD staff. The email's subject line will state: Urgent Situation *
    b. The Call Center will include this case on the next RUN report, noting on the report that the issue has been emailed as Urgent.
    c. The VFD Unit will print out the emailed PDF, key into Prolaw, and process the issue per emergency procedures (initiating COB by phone if necessary).

4. A *pharmacy service* issue will be immediately referred to appropriate TSU/Pharmacy staff for processing. The following steps will be taken:
    d. The Call Center will email a PDF of the call sheet to appropriate TSU/Pharmacy staff. The email's subject line will state: Urgent Situation *
    e. The Call Center will include this case on the next RUN report, noting on the report that the issue has been emailed as Urgent.
    f. The Pharmacy Unit will print out the emailed PDF, key into Prolaw, and process the issue per emergency procedures (initiating COB by phone if necessary).

5. Once the issue is processed per emergency procedures, the appropriate TSU Unit (VFD or Pharmacy) will call the member to explain outcome (immediate resolution, delayed action for next business day, appeal filed, or COB approved).

* The Call Center will monitor the sent email to ensure that it is received and opened in a timely manner. If the email is not opened within 30 minutes, the call center will call appropriate TSU staff to alert them to the urgent situation. If no TSU staff are available via phone, the call center will print the PDF of the call sheet and walk it immediately to appropriate TSU staff, in order of the attached escalation list.

Escalation List for Urgent Situations

Medical Services issues:

Email /escalate by phone /deliver in person to the following group
Don Sharp 507-6600
Gail Thompson 507-6867
Claudia Gray 507-6595
Lee McDougal 507-6493
Trudi Martin 507-6527
Stephny Hathaway 507-6827
Deborah Ward 507-6894
Besi Strader 507-6829

Pharmacy Services issues:

Email /escalate by phone /deliver in person to the following group
Don Sharp 507-6600
Lisa Baker 507-6584
Jeanette Newton 507-6619

STATE OF TENNESSEE
BUREAU OF TENNCARE
P.O. Box 000593
NASHVILLE, TENNESSEE 37202-0593

Policy Name:	Call Back Procedures	Page 1 of 2	
Department:	TSU Call Center	Dev. Date:	12/28/10

PURPOSE:

The purpose of this operational policy and procedure is to establish the process by which Call Back Requests received via the TSU Call Center are handled. Call Back Requests are defined as: questions and concerns pertaining to medical issues/appeals that require research and/or consultation prior to placing an outgoing call to the member to resolve the question or concern.

STATEMENT OF OBJECTIVE:

To provide guidelines by which the TSU Call Center will process Call Back Requests.

OPERATING PROTOCOL:

The process will occur as follows:

1. TSU Call Center representatives will complete Call Back Request forms for those calls that include questions or concerns pertaining to medical issues/appeals that the representative is unable to answer.

2. On a daily basis, and at the specific times that issues and appeals are electronically distributed to TSU, Call Back Request forms will be distributed to the Contractor's Call Back Coordinator.

3. The Call Back Coordinator will sort the Call Back Requests. Any Call Backs that do not pertain to medical issues or appeals will be forwarded to the TennCare Member Services Response Unit for resolution.

4. The Call Back Coordinator will perform appropriate research and/or consultation to provide resolution to Call Backs pertaining to medical issues and appeals. Research methods and resources include checking available databases such as InterChange, CRM system , Response Unit Database, and Medical Appeals tracking system. As necessary, the Call Back Coordinator will consult with appropriate TSU staff about medical appeal processes as they apply to specific cases.

5. The Call Back Coordinator will place outgoing call(s) to the member to clarify, explain, and resolve the member's questions and concerns pertaining to medical issues and appeals.

6. The Call Back Coordinator will add their actions taken and date of actions taken to the Call Back Request form in the CRM system.

7. The Call Back Coordinator will log all completed Call Back Requests pertaining to medical issues and appeals into the Medical Appeals tracking system.

8. Call Back Requests will be processed within 24-48 hours of receipt.

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Policy Name:	Mail/Fax Distribution Procedures	Page 1 of 2	
Department:	TSU Call Center	Dev. Date:	12/28/10

PURPOSE:

The purpose of this operational policy and procedure is to establish the process by which mail and faxes that pertain to medical issues and appeals are handled by the TSU Call/Contact Center.

STATEMENT OF OBJECTIVE:

To provide guidelines by which the TSU Call/Contact Center will process mail and faxes addressed to the TennCare Solutions Unit.

OPERATING PROTOCOL:

For MAIL, the process will occur as follows:

1. On a daily basis, the Intake Coordinator will retrieve mail addressed to the TennCare Solutions Unit from the general mailroom.

2. Mail will be opened, stamp-dated, scanned, and sorted. The Intake Coordinator will perform appropriate research and/or consultation in order to determine the exact nature of each piece of correspondence. Research methods and resources include checking available databases such as InterChange, the CRM system, the Response Unit Database, and the Medical Appeals tracking system. As necessary, the Intake Coordinator will consult with appropriate TSU staff about medical appeal processes as they apply to specific cases.

3. All scanned mail documents not pertaining to medical issues and appeals will be forwarded, either electronically or via internal/messenger mail to the appropriate TennCare unit or agency.

4. For each scanned mail document pertaining to medical issues and appeals, the Intake Coordinator will create a complete individual record in Seibel and will attach the corresponding scanned mail document to it.

5. All mail will be processed within 24 hours of receipt.

For FAX, the process will occur as follows:

1. On a daily basis, and prior to the specific times that issues and appeals are electronically distributed to TSU, the Intake Coordinator will access TennCare's Fax system to download and sort the faxes submitted to the TSU general fax number.

2. The Intake Coordinator will perform appropriate research and/or consultation in order to determine the exact nature of each fax. Research methods and resources include checking available databases such as InterChange, the CRM system, the Response Unit Database, and the Medical Appeals tracking system. As necessary, the Intake Coordinator will consult with appropriate TSU staff about medical appeal processes as they apply to specific cases.

3. All faxes not pertaining to medical issues and appeals will be forwarded, either electronically or via internal/messenger mail to the appropriate TennCare unit or agency.

4. For each fax pertaining to medical issues and appeals, the Intake Coordinator will create a complete individual record in the CRM system and will electronically attach the corresponding fax document to it.

5. All faxes will be processed within 24 hours of receipt.

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Policy Name:	Issue Form Distribution Procedures	Page 1 of 2	
Department:	TSU Call Center	Dev. Date:	12/28/10

PURPOSE:

The purpose of this operational policy and procedure is to establish the process by which Issue/Appeal forms generated in Seibel by the TSU Call/Contact Center are distributed to the TennCare Solutions Unit.

STATEMENT OF OBJECTIVE:

To provide guidelines by which the TSU Call/Contact Center will distribute Issue/Appeal forms to the TennCare Solutions Unit.

OPERATING PROTOCOL:

The process will occur as follows:

1. As calls pertaining to medical issues and appeals are made to the TSU Call Center, Call Center representatives will document each call on the appropriate Issue form in the CRM system.

2. At established intervals, Call Center Shift Leads will export these Issue forms in PDF format, along with an Excel report listing all Issues included, into a folder named "1st RUN, 2nd RUN, or 3rd RUN" created on their desktop.

3. Each PDF document will be named with the member's last name, first name. The PDFs will be listed in alpha order by last name in the folder. The RUN report will list all documents included in the folder, in alpha order by last name.

4. The RUN folder will then be moved from the Shift Lead's desktop into the appropriate day's folder contained within the TSU folders on the S drive.

5. Issue forms will be grouped as follows for submission to the TSU folders on the S drive:

   VFD Unit: Medical Services Issues, Addl Info for Non-Pharmacy Issues.
   Pharmacy Unit: Pharmacy Issues, Reimbursement and Billing/Pharmacy Issues, Pharmacy Lock-In Issues, Addl Info for Pharmacy Issues.
   MCC Change Unit: MCC Change Requests, MCC Move Issues, MCC Denial Appeals, Addl Info for Health Plan Change Appeals.
   R&B Admin. Unit: Reimbursement and Billing/Medical Issues.

6. At the time that all RUN folders are moved into the shared folders on the S drive, the Shift Lead will also send the RUN reports via email to designated TennCare staff.

7. The daily RUN schedule is as follows:

1st RUN:	8:00am	(2:00pm – 12midnight)*
2nd RUN:	11:30am	(12midnight – 10:30am)
	1:30pm	*additional run only for MCC Change Unit*
3rd RUN:	3:00pm	(10:30am – 2:00pm)

   *The 1st run will include Issues taken from 2:00pm to 12midnight the previous day.

8. The Call Center will notify by email designated TSU staff when and if a RUN is delayed.

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Policy Name:	Issue and Appeal Correction Procedures	Page 1 of 1	
Department:	TSU Call Center	Dev. Date:	12/28/10

PURPOSE:

The purpose of this operational policy and procedure is to establish the process by which Issue/Appeal forms originally generated in the CRM system by the TSU Call/Contact Center are corrected at the request of the TennCare Solutions Unit.

STATEMENT OF OBJECTIVE:

To provide guidelines by which the TSU Call/Contact Center will make corrections to Issue/Appeal forms in the CRM system and redistribute corrected forms to the TennCare Solutions Unit.

OPERATING PROTOCOL:

The process will occur as follows:

1. TennCare Solutions Unit will email a request for correction to an Issue form to the Call Center Manager and to the Trainer. The original Issue form will be attached.

2. Types of requests for correction include: corrections to alpha and/or numerical demographic fields (i.e., name, phone number, ssn), additions to narrative, or documenting the call on a different Issue form.

3. When a request for correction is received, the Call Center Manager and/or Trainer will research the case to ensure that the correction requested is valid. Research can include: checking available databases such as InterChange, Seibel, and Prolaw, and retrieving and reviewing recorded calls.

4. The Call Center Manager or the Trainer will make the correction to the record in Seibel. A comment will be added to the narrative to note the correction, the date, and the name of the requestor. A PDF document of the corrected Issue form will be generated and will be emailed as an attachment to the TSU staff requesting the correction.

5. Requests for corrections to Issue Forms will be processed immediately upon receipt.

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Policy Name:	CRM System Programming/Implementation Procedures	Page 1 of 2	
Department:	TSU Call Center	Dev. Date:	01/06/11

PURPOSE:

The purpose of this operational policy and procedure is to establish the process by which the TSU Call/Contact Center shall plan for and implement programming changes to the CRM system.

STATEMENT OF OBJECTIVE:

To provide guidelines by which the TSU Call/Contact Center will plan and implement programming changes to the CRM system.

OPERATING PROTOCOL:

The process will occur as follows:

Planning:

1. Upon identification of the need for modifications, additions, or deletions to the TSU Call/Contact Center scripts in the CRM system, a planning meeting will occur with the TSU Call/Contact Center Manager, the TennCare Deputy Director of Medical Appeals, and other staff as appropriate.

2. The TSU Call/Contact Center Manager will modify the appropriate Call Flow documents to reflect the needed changes and submit to the TennCare Deputy Director of Medical Appeals for review and approval.

3. Once approved by TennCare, the modified Call Flow documents will be submitted by the manager to the CRM system programmer for review and evaluation. The CRM system programmer will advise the manager of any issues or concerns, and of the feasible timeframe of the project.

4. The manager will communicate the proposed timeframe to TennCare and TennCare's CRM system administrator for final approval/go ahead.

Implementation:

1. The CRM system programmer will perform the necessary programming/coding work.

2. When complete, the programmer will coordinate with the manager, TennCare, and TennCare's CRM system administrator to push the modifications into the CRM Development/Testing Environment.

3. The manager will perform/coordinate testing the modifications in the CRM Development/Testing Environment.

4. The manager will review all testing results with TennCare for TennCare's approval.

5. Upon testing approval, TennCare, the manager, and the CRM system programmer will coordinate with TennCare's CRM system administrator to push the modifications into the CRM Production Environment.

6. The manager will perform final testing in the CRM Production Environment to ensure that the modifications have been made appropriately, and will confirm with TennCare that implementation is complete.

TSU CALL CENTER WEEKLY QUALITY EVALUATION			
week of:			
WEEKLY EVALUATION SUMMARY			
Call Evaluations			
Average Customer Service Skills Score (30 points total)			
Average Technical Skills Score (60 points total)			
Average Call Control Score (10 points total)			
Overall Weekly Average (100 points total)			
Issue Form Evaluations			
Overall Weekly Average (100 points total)			
Operator #			
Call Date			
Call Time			
Name of Caller/Member			
Call Evaluation			
Customer Service Skills			
(10 pts) Does the operator use an appropriate greeting?			
Does the operator identify TSU?			
Does the operator introduce him/herself?			
(10 pts) Is the operator courteous, clear, and patient?			
Does the operator give full attention to the caller?			
Does the operator speak in a courteous and friendly manner?			
Does the operator speak in clear language free of jargon?			
(10 pts) Does the operator make an appropriate closure to the call?			
Does the operator thank the caller for calling?			
Does the operator exercise sensitivity to the caller's situation (does not instruct them to "have a good day" if they are ill, etc.)?			
section total	**0**	**0**	**0**
Technical Skills			
(20 pts) Does the operator give correct information?			
Is the operator familiar with TennCare policy/process?			
Does the operator apply program knowledge accurately?			
(20 pts) Does the operator identify the caller's issue(s) correctly?			
(20 pts) Does the operator take the correct action(s)?			
section total	**0**	**0**	**0**

Call Control / Professionalism			
(5 pts) Does the operator stay in control of the call?			
Does the operator avoid offering advice or counseling?			
Does the operator keep the caller on-task?			
Does the operator avoid arguments and confrontation?			
(5 pts) Does the operator handle the call in a timely manner?			
Does the operator ask to place the caller on hold, and explain why?			
Does the operator place the caller on hold more than 3 times, or for timeframes past 1 minute?			
section total	**0**	**0**	**0**
Individual Call Evaluation Score	**0**	**0**	**0**
Issue Form Evaluation			
(25 pts) Is the caller/member's demographic information (name, SSN, address, etc.) correctly recorded?			
(25 pts) Is the correct form used?			
(25 pts) Are all applicable fields completed accurately?			
(25 pts) Is the caller's "reason for appeal", issue or explanation of call written in a clear and concise manner?			
Is incorrect grammar, punctuation, and spelling minimal?			
Individual Issue Form Evaluation Score	**0**	**0**	**0**

Reports

Attachment K.1	TSU Call Center Reports
Attachment K.2	Cumulative Call Performance Report
Attachment K.3	Audit Report Procedures

TSU Call Center REPORTS				
Report	**frequency**	**description**	**form**	**function**
Run Reports	3 times a day	1st, 2nd and 3rd run	Email with spreadsheet attachment	Notifies TSU staff when call center delivers issues. Provides a check against the spreadsheet and PDF issues delivered to the S Drive.
Cumulative Call Performance Report	daily	Comprehensive list of call center stats and breakdown of calls by disposition	Email with spreadsheet attachment (format provided)	Provides accountability for call center contractor in SLAs. Provides unit managers with input on current work volume. Provides real time input on trends and problems.
Match Report	daily	Matches all issues entered into Seibel with issue forms delivered by the call center for that day.	Email with spreadsheet attachment	Provides accountability for call center for all issues received at the call center level.
Address Change Request Report	daily	Lists all address change requests taken by the call center the previous day.	Email with spreadsheet attachment	Allows the Response Unit to make address changes.
Urgent Medical	as occurs	Urgent Medical issues that occur before 4pm	Email with issue form attachment	Allows Medical Services team to determine appropriate action
Urgent Pharmacy	as occurs	Urgent Pharmacy issues that occur before 4pm	Email with issue form attachment	Allows Pharmacy team to determine appropriate action
After Hours Urgent	as occurs	Urgent issues that occur after 4pm, on weekends and holidays	Email with issue form attachment	Notifies TSU staff of after hour urgent issues and allows them to provide any follow-up needed the next business day
Quality Evaluations	monthly	Contractor's QC evaluations and analysis of performance	Email with spreadsheet attachment	Provides accountability for call center contractor in operation of QC program. Provides TennCare QC staff with input.
Audit Report	quarterly	Audit of medical appeal intake process	Email with audit documents attachment (procedures provided)	Provides accountability for call center contractor and TSU in intake and processing of medical issues and appeals

CUMULATIVE CALL PERFORMANCE REPORT

Day	Date	Total Calls Received	Total Calls Answered	Total Calls Abandoned	% Abandoned (target abandonment rate: 5% or less)	ASA (target average speed of answer: 60 seconds or less)	Service Level (target average of 80% of calls answered within 60 seconds)
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week One							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week Two							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week Three							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week Four							

Day	Date	Calls Received TC Solutions queue	Calls Answered TC Solutions queue	Total Calls Abandoned	% Abandoned (target abandonment rate: 5% or less)	ASA (target average speed of answer: 60 seconds or less)	Service Level (target average of 80% of calls answered within 60 seconds)
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week One							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week Two							
Monday							
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Friday							
Saturday							
Sunday							
Week Three							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week Four							

Day	Date	Calls Received Health Plan queue	Calls Answered Health Plan queue	Total Calls Abandoned	% Abandoned (target abandonment rate: 5% or less)	ASA (target average speed of answer: 60 seconds or less)	Service Level (target average of 80% of calls answered within 60 seconds)
Monday							
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Wednesday							
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Saturday							
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Week One							
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Week Two							
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Friday							
Saturday							
Sunday							
Week Three							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week Four							

Day	Date	Calls Received R&B queue	Calls Answered R&B queue	Total Calls Abandoned	% Abandoned (target abandonment rate: 5% or less)	ASA (target average speed of answer: 60 seconds or less)	Service Level (target average of 80% of calls answered within 60 seconds)
Monday							
Tuesday							
Wednesday							
Thursday							
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Saturday							
Sunday							
Week One							
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Week Two							
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Week Three							
Monday							
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Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week Four							

Day	Date	Calls Received Spanish queue	Calls Answered Spanish queue	Total Calls Abandoned	% Abandoned (target abandonment rate: 5% or less)	ASA (target average speed of answer: 60 seconds or less)	Service Level (target average of 80% of calls answered within 60 seconds)
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
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Week One							
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Week Two							
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Week Three							
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Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Week Four							

CALL DISPOSITION FOR MONTH:								Week One
MCO Change								
MCO Move								
MCO Denial								
More Facts on Health Plan Appeal								
Pharmacy								
Pharmacy Lock In								
More Facts on Pharmacy Appeal								
Medical Service & Care								
More Facts on Non-Pharmacy Appeal								
Reimbursement & Billing Medical								
Reimbursement & Billing Pharmacy								
Callback - Status of Issue/Appeal								
Callback - Coordination of Care (forwarded)								
Callback - Other (forwarded)								
After-Hours Urgent Situations								
Cancelled Issues								
Referrals								
Information Provided								
Other								
TOTAL CALLS								

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Policy Name:	Audit Report Procedures	Page 1 of 3	
Department:	TSU Call Center	Dev. Date:	01/05/11

PURPOSE:

The purpose of this operational policy and procedure is to establish the process by which documentation is compiled by the TSU Call/Contact Center in response to the Comptroller's quarterly audit of the TennCare Medical Appeals Process.

STATEMENT OF OBJECTIVE:

To provide guidelines by which the TSU Call/Contact Center will compile documentation in response to the Comptroller's quarterly audit of the TennCare Medical Appeals Process.

OPERATING PROTOCOL:

The process will occur as follows:

Step I:

1. On a quarterly basis, the Deputy Director of Medical Appeals will issue an email request to the TSU Call Center Manager for a "call log" and ancillary materials used for a designated two week period within the specified quarter.

2. The TSU Call Center Manager will compile the requested call log and ancillary materials and submit them via email to the Deputy Director of Medical Appeals within 3 working days.

   Call Log:

   - Using the begin and end dates of the two week period, the TSU Call Center Manager will compile a report from the CRM system of all issue/appeal forms generated for: MCO Change, MCO Move, MCO Denial, Medical Services, Pharmacy Services, Pharmacy Lock-in, Reimbursement & Billing/Medical, and Reimbursement & Billing/Pharmacy.

- The report will consist of the following column/data fields: SR # (service request number), Member First Name, Member Last Name, Member SSN, Area (type of issue/appeal form), and Created (date and time) for each of the issue/appeal forms.

- The report will be sorted by the Created column (by date and time).

- The following columns of the report will be hidden: Member First Name, Member Last Name, Member SSN, leaving only the SR #, Area, and Created columns visible.

- The report will be password protected for Read-Only capability.

Ancillary Materials:
The versions of the following ancillary materials used during the specified quarter will be compiled as electronic documents:

- Call Sheets (word documents reflecting the scripts used in completing all issue/appeal forms)
- Issues Guide
- Referral Guide
- Emergencies Guide
- Procedure: Urgent Situations During Business Hours
- Procedure: Urgent Situations After Hours
- After Hours MCC Contacts
- Current contract

Step II:

1. The Deputy Director of Medical Appeals will forward via email to the TSU Call Center Manager the Comptroller's selection of calls from the call log previously submitted.

2. The TSU Call Center Manager will locate the selected calls on the call log and compile the corresponding issue/appeal forms from the CRM system.

3. Using the member's first and last name and SSN, the corresponding matter/record in the Medical Appeals tracking system will be located and appropriate screens that indicate the processing of the specific issue/appeal generated by the initial call will be compiled in an electronic word document.

4. For each of the selected calls, the TSU Call Center Manager will submit the following electronic documents to the Deputy Director of Medical Appeals within 3 business days of the call selection:

    - Issue/Appeal form
    - Medical Appeals tracking system "general tab" screen print
    - Any additional screen prints as appropriate

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Policy Name:	Fire Drills/Message Alert Procedures	Page 1 of 2	
Department:	TSU Call Center	Dev. Date:	05/03/07

PURPOSE:

The purpose of this operational policy and procedure is to establish the process by which the TSU Call/Contact Center shall respond to building evacuation requirements in response to routine fire drills.

STATEMENT OF OBJECTIVE:

To provide guidelines by which the TSU Call/Contact Center will respond to building evacuation requirements in response to routine fire drills.

OPERATING PROTOCOL:

Since the TSU Call Center is located on-site at TennCare, all call center staff should comply appropriately with TennCare safety and security procedures as outlined in the booklet *Fire Safety and Security on the Job.*

These procedures include evacuating the building for fire drills.

The process will occur as follows:

1. Once the fire alarm sounds, all call center staff will quickly end their calls and completely log off of their phones to ensure that calls do not continue to ring into the call center.

2. When all phones are completely logged off, calls will route to a mail box where the caller hears the message "We're sorry. TennCare Solutions is experiencing technical difficulties. Please leave your name and phone number with area code so that we can contact you as soon as possible. If you are experiencing a medical emergency, hang up now and dial 911 or go to the nearest hospital emergency room."

MESSAGE ALERTS: As callers leave messages in this mailbox, alerts will be sent to the call center manager's cell phone to make him/her aware that all phones are logged out in the call center AND that a caller has left a message. In the situation of a fire drill, the call center manager should not take any action when an alert is received, since operating procedures allow for all phones to be logged out for this specific reason. However, since the call center must be staffed 24 hour/7 days per week basis, 365 days per year (including weekends and holidays) at all other times, the call center manager must take action if an alert is received since that will indicate that all phones are logged out and that callers can only leave messages. It is the call center manager's responsibility to resolve the issue and to report the incident to TennCare.

3. All call center staff will participate in the required building evacuation. (See *Fire Safety and Security on the Job* for evacuation procedures.)

4. Supervisory staff are responsible for performing a final check of all phones to make sure that they are completely logged off before leaving the area.

5. Upon the completion of the fire drill, call center staff will return to their work area and immediately log back in. This will reroute calls back to normal call operations.

6. Supervisory staff are responsible to immediately access the mail box and download all messages. These messages will be distributed to call center staff for immediate contact and follow-up with the caller.

Accessing the Mailbox

- On an AVAYA phone, dial 37239.
- At the prompt, dial mailbox number 37073# and password 137073#.
- Press 2 to get messages.