CONTRACT #2
RFS # 318.65-00408
Edison # 48123

Department of Finance and Administration
Health Care Finance and Administration

VENDOR:
Principle Valuation, LLC

GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Mark White, Chairman
Representatives
Brenda Gilmore — Johnny Shaw
Susan Lynn — David Shepard
Pat Marsh — Ron Travis
Bill Sanderson — Tim Wirgau
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

Sen. Bill Ketron, Vice-Chairman
Senators
Sara Kyle — Reginald Tate
Doug Overbey — Ken Yager
Steve Southerland
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

MEMORANDUM

TO: Mike Perry, Chief Procurement Officer
Department of General Services

FROM: Representative Mark White, Chairman
Senator Bill Ketron, Vice-Chairman

MW
BK

DATE: May 17, 2016

SUBJECT: Contract Comments
(Fiscal Review Committee Meeting 5/11/16)

RFS# 318.65-00408 (Edison # 48123)
Department: Finance and Administration
Division: Health Care Finance and Administration
Vendor: Principle Valuation, LLC
Summary: The vendor is responsible for the provision of real estate appraisals for Medicaid-certified nursing facilities. The proposed amendment revises the scope of services; increases maximum liability by $40,000; and revises payment methodology to include rates for additional services.
Current maximum liability: $297,000
Proposed maximum liability: $337,000

After review, the Fiscal Review Committee voted to postpone taking action on the proposed amendment until the next schedule Committee meeting.

cc: The Honorable Darin Gordon, Deputy Commissioner

TN Division of
Health Care
Finance & Administration

March 31, 2016

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

Attention: Ms. Leni Chick

RE: Cognosante, LLC - Amendment #2
Magellan Medicaid Administration, Inc. – Amendment #2
Principle Valuation, LLC – Amendment #1

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 amendment #2 to Cognosante, LLC (Edison 37266). This competitively procured contract is for the provision of Independent Validation and Verification (IV&V) services including (1) IV&V Medicaid and Eligibility expertise in support of the TEDS project from startup throughout the project lifecycle; (2) To maintain and leverage valuable resources with Eligibility, Medicaid, and TN specific intellectual capacity that are currently working on the project and will provide continuity to ensure the project progresses as expeditiously as possible, (3) to address the need for Medicaid and Eligibility expertise and resource capacity of IV&V services to support the most timely and highest quality implementation of the TEDS system required to adequately serve the State's Medicaid population, and (4) add in the IV&V functions required by CMS associated with the MMIS IV&V. The payment structure for this contract is a combination of monthly and hourly rates for staff with expertise in IV&V to support the State and other designated contractors and vendors that TennCare will engage for the improved TEDS project outcome. This amendment is necessary to provide adequate funding to support these ongoing functions and also to exercise optional term extension at optional year rates.

Additionally, we are submitting for consideration amendment #2 to Magellan Medicaid Administration, Inc., the competitively procured contractor for the provision of the State of Tennessee TennCare Pharmacy Benefits Manager. These services include a Point-of-Sale (POS) pharmacy claims processing system with prospective drug utilization review (DUR), retrospective drug utilization review (Retro-DUR), and reporting and adjudication capabilities, as well as the CoverRx program members that were added to this contract in March, 2015. This amendment is necessary to extend the term of this contract for the first term extension option as stated in the Request for Proposal as well as in the current contract language, as well as funding added to support the required activities of the pharmacy term extension. The TennCare rates mirror the rates submitted in the RFP Cost Proposal, however, due to less than anticipated volume in the CoverRx program, Magellan has reduced their rates for the CoverRx program, which is reflected in the amendment.

Finally, HCFA is submitting amendment #1 to Principle Valuation, LLC, the competitively procured contract for the provision of a comprehensive independent real estate appraisal for each current Medicaid-certified nursing facility in the state and for any new Medicaid-certified facility which is established in Tennessee prior to December 31, 2018. Once appraisals began and after discussions with the nursing facility industry and the vendor, it was agreed that in order to design a nursing facility payment model that would equitably treat all facilities, both old and new, the Contractor would need to perform additional work to calculate facility depreciation values. This amendment is necessary to establish an hourly rate to reimburse the contractor for these additional necessary tasks, projected to be 400 hours of analysis, as well as provide increase to the maximum liability in the amount of $40,000 for the duration of the contract.

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):	Casey Dungan		
Edison Contract Number: *(if applicable)*	#48123	RFS Number: *(if applicable)*	31865-00408
*Original or Proposed Contract Begin Date:	November 1, 2015	*Current or Proposed End Date:	October 31, 2018
Current Request Amendment Number: *(if applicable)*		1	
Proposed Amendment Effective Date: *(if applicable)*		May 31, 2016	
*Department Submitting:		Department of Finance and Administration	
*Division:		Division of Health Care Finance & Administration	
*Date Submitted:		March 31, 2016	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:		N/A	
*Contract Vendor Name:		Principle Valuation, LLC	
*Current or Proposed Maximum Liability:		$297,000.00	
*Estimated Total Spend for Commodities:			

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

FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY	FY
$ 270,000.00	$ 9,000.00	$ 9,000.00	$ 9,000.00		$

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

FY: 2016	FY: 2017	FY:	FY:	FY	FY
$ 77,400.00	$	$	$	$	$

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
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding	N/A

Supplemental Documentation Required for Fiscal Review Committee

was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:	$148,500.00	Federal:	$145,500.00
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)*	Competitive Negotiation
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	$270,000 to cover initial 300 Medicaid certified facilities and $27,000 to cover any new Medicaid facilities that are certified in during the contract term date that ends October 31, 2018 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.
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.

CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison Record ID
November 1, 2015	October 31, 2018	31865-00408	48123

Contractor Legal Entity Name	Edison Vendor ID
Principle Valuation, LLC	0000192380

Goods or Services Caption (one line only)

Real Estate Appraisals for Medicaid-certified Nursing Facilities in Tennessee

Contractor	CFDA #
☒ Contractor	93.778

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	$135,000.00	$135,000.00			$270,000.00
2017	$4,500.00	$4,500.00			$9,000.00
2018	$4,500.00	$4,500.00			$9,000.00
2019	$4,500.00	$4,500.00			$9,000.00
TOTAL:	**$148,500.00**	**$148,500.00**			**$297,000.00**

Contractor Ownership Characteristics:

☐ Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☒ Other: Limited Liability Company

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ Competitive Selection	Competitive Negotian
☐ Other	

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)
TN00000075	70803000

Principle Valuation, LLC
Edison Contract ID: 48123
Vendor #: 0000192380

CONTRACT EXPENDITURES BY FISCAL YEAR
(Payment Detail Attached)

FY 2016	**$77,400.00**	(Expenditures through February 2016)
TOTAL	**$77,400.00**	

Principle Valuation, LLC
Edison Contract ID: 48123
Vendor ID: 0000192380

FY 2016 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Payment Date	Sum Amount
2016	31865	01253863	4-1132818	1/14/2016	$4,500.00
2016	31865	01260612	4-1132818.2	1/28/2016	$9,900.00
2016	31865	Pending	4-1132818.3	Pending	$63,000.00

Total FY 2016: **$77,400.00**

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

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: 2016.03.31 12:16:18 -05'00'

CHIEF PROCUREMENT OFFICER **DATE**

Agency request tracking #	**31865-00408**
1. Procuring Agency	**Department of Finance and Administration** **Division of Health Care Finance and Administration**
2. Contractor	**Principle Valuation, LLC**
3. Edison contract ID #	**48123**
4. Proposed amendment #	**1**

5. Contract's Effective Date	**November 1, 2015**
6. Current end date	**October 31, 2018**
7. Proposed end date	**October 31, 2018**
8. Current Maximum Liability or Estimated Liability	**$297,000.00**
9. Proposed Maximum Liability or Estimated Liability	**$337,000.00**
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 state is transitioning the process for payments to nursing from a cost-based per diem to an integrated price-based model in which factors such as patient acuity and quality of care are considered. This new model includes a Fair-Rental Value (FRV) component of the rate, based on the estimated value of nursing home property. In order to calculate a more accurate FRV, the State determined that an independent real estate appraisal is required for all Medicaid certified nursing homes in Tennessee. This competitively procured contract is for the provision of a comprehensive independent real estate appraisal for each current Medicaid-certified nursing facility in the state and for any new Medicaid-certified

Agency request tracking #	31865-00408

facility which is established in Tennessee prior to December 31, 2018. As work progressed on this appraisal process, based on input from both facilities and the Tennessee Health Care Association, it was determined that to ensure that nursing facilities with older buildings were not negatively impacted, the originally prescribed methodology for determining facility value required additional analysis within Marshall & Swift/Boeckh methodology. There are many of these older facilities in Tennessee. After discussions with the nursing facility industry and the vendor, it was agreed that in order to design a nursing facility payment model that would equitably treat all facilities, both old and new, in addition to preserving mechanisms that would allow for sustainable budgeting, Principle Valuation would perform additional work to calculate facility depreciation values. This amendment is necessary to establish an hourly rate to reimburse the contractor for these additional necessary tasks, projected to be 400 hours of analysis, as well as provide increase to the maximum liability by $40,000 for the duration of the contract.

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

The current scope of work did not change, however, Contract Section A.14 was added to the contract scope to enhance the work associated with additional tasks to ensure equitable appraisal of the approximately 300 Medicaid certified nursing homes in Tennessee.

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 3/30/2016

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00408	48123		01

Contractor Legal Entity Name	Edison Vendor ID
Principle Valuation, LLC	0000192380

Amendment Purpose & Effect(s)
Updates Scope and Payment Terms and Increases Maximum Liability

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** October 31, 2018

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 40,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	$155,000.00	$155,000.00			$310,000.00
2017	$4,500.00	$4,500.00			$9,000.00
2018	$4,500.00	$4,500.00			$9,000.00
2019	$4,500.00	$4,500.00			$9,000.00
TOTAL:	**$168,500.00**	**$168,500.00**			**$337,000.00**

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.

CPO USE

Speed Chart (optional)	Account Code (optional)
TN00000075	70803000

AMENDMENT #1 TO 48123
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEATLH CARE FINANCE AND ADMINISTRATION
PRINCIPLE VALUATION, 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, hereinafter referred to as the "State" and Principle Valuation, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract Section A.14:

A.14. As requested by the State, the Contractor shall provide additional calculation tasks utilizing Marshall & Swift/Boeckh acceptable standards to further calculate facility depreciation values. These additional calculation tasks, projected to require approximately 200 hours of additional work, will ensure both that depreciation for older facilities are not adversely impacted, as well as preserve mechanisms that would allow for sustainable budgeting. These tasks shall be reimbursed according to hourly rates specified in Contract Section C.3. This work is in accordance with nationally recognized standards on appraising nursing facilities, as specified in the Marshall & Swift/Boeckh methodology.

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

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Thirty-Seven Thousand Dollars ($337,000.00) ("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.

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

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory 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)
Facility Appraisal	$ 900.00 per facility

Payment Model Tasks (A.14)	$200.00 per hour

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

IN WITNESS WHEREOF,

PRINCIPLE VALUATION, LLC:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

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

LARRY B. MARTIN, COMMISSIONER **DATE**

CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison Record ID
November 1, 2015	October 31, 2018	31865-00408	48123

Contractor Legal Entity Name	Edison Vendor ID
Principle Valuation, LLC	0000192380

Goods or Services Caption (one line only)

Real Estate Appraisals for Medicaid-certified Nursing Facilities in Tennessee

Contractor	CFDA #
☒ Contractor	93.778

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TOTAL:	**$148,500.00**	**$148,500.00**			**$297,000.00**

Contractor Ownership Characteristics:

☐ Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☒ Other: Limited Liability Company

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ Competitive Selection	Competitive Negotian
☐ Other	

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)
TN00000075	70803000

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEATLH CARE FINANCE AND ADMINISTRATION
PRINCIPLE VALUATION, LLC

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, hereinafter referred to as the 'State" or "HCFA" and Principle Valuation, LLC, hereinafter referred to as the "Contractor," is to conduct a comprehensive independent real estate appraisal for each certain Medicaid-certified nursing facilities located in Tennessee specified by the State, as defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Illinois
Contractor Edison Registration ID # 0000192380

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. The Contractor shall conduct a comprehensive appraisal for (1) each facility listed in Attachment C (Existing Facility), and (2) upon written request by the State any new Medicaid-certified facility which is established in Tennessee prior to December 31, 2018 (New Facility). Unless otherwise specified below, all appraisal procedures, criteria, standards and requirements set forth herein and collectively referred to as "HCFA's Appraisal System" shall apply to both Existing Facilities and New Facilities.

A.3. The Contractor shall conduct an on-site evaluation of the nursing facilities, and appraisals shall be conducted per the following specifications:

a. Use the most recent edition of the *Marshall & Swift/ Boeckh Building Valuation System for Nursing Facilities*, or successor valuation program (Marshall & Swift System), to calculate an un-depreciated and depreciated replacement cost for the building(s), fixed equipment, and improvements comprising each nursing facility. Accompanying the Marshall & Swift System is a manual, hereafter referred to as the Marshall & Swift Manual, that shall be used in conducting the appraisals. Calculations under the Marshall & Swift System shall be provided to TennCare upon request.

b. Construction quality, building effective age, and building condition require professional judgment on the part of the Contractor and are not quantitatively defined in the Marshall & Swift Manual.

c. The definition of depreciation for purposes of this Contract shall measure only physical deterioration; neither functional obsolescence nor economic obsolescence shall be considered.

d. Buildings, additions, and site improvements shall be excluded if they provide no nursing facility function (e.g., administrator's residence).

e. Basements finished with the same quality materials as the main floors shall be valued as a nursing facility section and not as a basement.

f. If part of a nursing facility is used for non-nursing facility purposes, the value of all common areas (e.g., site improvements) shall be proportionately reduced.

g. If a nursing facility has an addition such as a cupola or a penthouse, it shall be included as an addition and separately valued. It shall not be considered a separate section.

h. Outbuildings shall be included as site improvements if they are nursing facility related. A pro-rata amount shall be included if space is only partially used for nursing facility functions.

i. The Marshall & Swift Manual does not address land values. The land portion of the appraisals shall be based upon comparative sales in the area. If comparative sales are unavailable in the area, sales data from a similar area shall be used. The Contractor shall exercise professional judgment in determining qualified, comparative sales for the land in question.

A.4. To assure consistency of the evaluation and appraisal process, the Contractor shall have all completed work reviewed, at a minimum, by Contractor's staff members identified below, who shall verify that each appraisal has been performed in accordance with all appraisal procedures, criteria, standards, and requirements set forth in this Contract. Contractor's review staff and review process shall include:

a. Review by both a team leader and the project manager, or, a project manager designee other that the team leader, and

b. If more than one (1) team leader, there shall be a final review by a single supervisor or manager.

A.5. The number of licensed beds available for use in the nursing facility during the on-site inspection shall be compared to the number of beds listed as available by HCFA. Any differences shall be reported to HCFA for its confirmation prior to issuing any written appraisals. If a particular section has no beds, its function shall be specified and its interior square footage amounts shall be included.

A.6. While on-site, the Contractor shall collect the following data points from the facilities:

a. The number of total private rooms available, and

b. The number of private rooms available for Medicaid patients.

A.7. The Contractor shall deliver to the State and the applicable nursing facility a preliminary written appraisal indicating the Contractor's assessment of the un-depreciated and depreciated replacement value of the capital related assets of each Existing Facility and New Facility within thirty (30) calendar days of the on-site evaluation. The Contractor shall provide a copy of each written appraisal and supporting property evaluation work sheets in electronic Portable Document Format (PDF). The written appraisal shall contain the following:

a. A cover letter summarizing the appraisal purpose, consideration and conclusion and a computer valuation of the *Marshall & Swift System* that reflects the requirements stated in this Contract.

b. A listing of land sale comparables, description of site data and the Contractor's professional assessment of the fair market value of the subject land.

c. A listing of those items included as site improvements along with the value assigned to each improvement.

d. Photographs of the subject property and a sketch showing the arrangement of the nursing facility, assumptions and limiting conditions.

e. A summary sheet for each nursing facility containing the total depreciated replacement cost (by building section and in total), the total undepreciated replacement cost (by building section and in total), the total number of licensed beds as provided by the nursing facility and the total number of sections as determined by the on-site appraiser.

f. A Certificate of Appraisal signed by a qualified appraiser who is a member of an Institute/Society of Real Estate Appraisers or its equivalent.

A.8. All written appraisals and supporting property evaluation work sheets shall become the property of HCFA upon completion of each on-site evaluation.

A.9. Each facility shall be notified within fifteen (15) days from receipt of the preliminary appraisal to address any concerns it may have with the accuracy of the report with the Contractor. Within forty-eight (48) hours of notification from the facility, the Contractor shall report these concerns to HCFA and record them in a tracking log. The Contractor shall provide the State with its evaluation of the facility's concerns, the Contractor's response thereto, and any suggested changes to the preliminary appraisal at the time the facility's concerns are provided to the State. Changes materially affecting the value of the facility will be approved by HCFA within fifteen (15) days from receipt of the facility's concerns and the Contractor's evaluation and proposed response, with notice of such changes being provided to the Contractor and facility. The Contractor shall provide written notification to all facilities that have not identified any concerns within the specified time period to notify them that the time period has ended and the result of the appraisal are therefore ready to move forward as determined by the appraiser. The facility shall be deemed to agree with the information contained in the Contractor's preliminary appraisal. All deliverables and responses thereto required in this Section A.9 shall be provided in writing.

A.10. The Contractor shall adhere to the following timelines and deliverables stated below:

a. All on-site evaluations of Existing Facilities shall be completed and the final written appraisals shall be due to the State and each Existing Facility no later than February 29, 2016.

b. HCFA shall provide one (1) general notice to all Existing Facilities, indicating that the Contractor shall conduct on-site evaluations and appraisals prior to February 29, 2016. Following the initial general notification, the Contractor shall be responsible for scheduling and completing all on-site evaluations for Existing Facilities.

c. TennCare reserves the right to designate specific dates for the completion of appraisals for certain categories or groups of nursing facilities. If problems arise in scheduling due to a lack of cooperation by any nursing facility, the Contractor shall notify HCFA immediately.

d. Prior to December 31, 2018, HCFA shall notify the Contractor in writing of New Facilities that the Contractor shall appraise. The number of New Facilities for which on-site evaluations and written appraisals are required in addition to the Existing Facilities shall depend upon the number of providers which enter the Medicaid program. The Contractor shall be required to perform on-site evaluations and written appraisals for all Existing Facilities for which

TennCare provides written notice to the Contractor, at the price per appraisal established in Contract section C.3. All on-site evaluations of New Facilities which are designated by the State for appraisal subsequent to the Effective Date of this Contract and prior to December 31, 2018, shall be completed and the corresponding written appraisal delivered to the State and applicable New Facility within ninety (90) days after notification by HCFA of each New Facility the Contractor shall appraise.

A.11. The Contractor shall coordinate with and provide assistance to HCFA as necessary. At a minimum, the Contractor shall:

a. Meet with TennCare regarding the performance of services under the Contract no less than monthly. These meetings may be conducted by telephone.
b. Consult with HCFA on Contractor suggestions for improving nursing facility appraisal procedures, issues requiring HCFA policy development and decisions, and unusual discrepancies affecting the interests of HCFA.

c. Assist, if requested, in no more than two (2) presentations of HCFA's Appraisal System before any interested groups, boards or associations.

d. Act as HCFA's expert witness, as necessary, for litigation support for appraisals performed by the Contractor.

A.12. Control Memorandum(a) (CM) Process - The CM process shall be utilized by the State to clarify Contract requirements, issue instruction to the Contractor, document action required of the Contractor, or request information from the Contractor. In addition, the CM process shall be used by the State to impose assessments of damages, either actual or liquidated. This process will be used to address issues or matters that do not require a contract amendment. Each CM must be in writing and indicate the date on which it was issued. CMs may provide relevant history, background, and other pertinent information regarding the issue(s) being addressed in the CM. Each CM will establish a deadline or timeframe for the Contractor's reply or other action. All CMs submitted to the Contractor must be signed and approved by the State's Project Director (or his/her designee). When the CM pertains to damages, either actual or liquidated, the State may issue consecutive CMs, as may be necessary or appropriate.

a. A CM may include one (1) or more of the following five (5) components of the CM process described below:

(1) On Request Report (ORR) - a request directing the Contractor to provide information by the time and date set out in the CM.

(2) Control Directive (CD) - instructions that require the Contractor to complete, within a designated timeframe, one (1) or more deliverables or to perform any other request from the State that is within the scope of the Contract. A CD may also provide clarification of certain Contract terms. Once a CM/CD has been issued, it shall be considered to be incorporated into this Contract.

(3) Notice of Potential Damages (Actual or Liquidated) (NPD) – notification to the Contractor that the State has determined that a potential Contract performance or compliance issue exists and that the State is contemplating assessing damages, actual and/or liquidated. The NPD shall identify the Contract provision(s) on which the State determination rests.

(4) Notice of Calculation of Potential Damages (Actual or Liquidated) (NCPD) – notification to the Contractor that provides a calculation of the amount of potential damages, actual and/or liquidated, that the State is contemplating assessing against the Contractor. NPDs and NPCDs may be issued consecutively or simultaneously.

(5) Notice of Intent to Assess Damages (Actual or Liquidated) (NIAD) – notification to the Contractor that the State is assessing damages and specifying whether the damages are actual damages, liquidated damages, or both. The NIAD shall identify the NPD

and NCPD upon which it is based. The NIAD shall specify the total amount and type of damages, whether actual or liquidated, the State intends to assess. Following the issuance of an NIAD, the State may elect to withhold damages from payments due to Contractor. The State may not issue a NIAD without first issuing a NPD and a NCPD.

b. Damages for failure to comply with CM. Contractor shall fully comply with all CMs. Failure to do so may result in sanctions, including liquidated damages as listed in Attachment B (Liquidated Damages) and/or termination of the Contract.

c. Appeal of Damages by Contractor. Contractor may appeal either the basis for NPD or calculation of NCPD potential damages, either actual or liquidated. To do so, the Contractor shall submit to the State's Project Director (or his/her designee) a written response to the NPD and/or NCPD within ten (10) business days of receipt of a CM which includes a NPD or a NCPD. The State's Project Director (or his/her designee) shall review the appeal and provide notice of his/her determination to the Contractor through a CM. If the Contractor disagrees with the State's Project Director's (or his/her designee) initial appeal determination or the State's Project Director (or his/her designee) is unable to resolve the appeal, the Contractor may submit a written request to the State's Project Director (or his/her designee) that the matter be escalated to senior management of the Agency. Contractor shall submit such a request for escalation within ten (10) business days of its receipt of the initial appeal determination from the State's Project Director (or his/her designee) or of notification by the State's Project Director that he/she is unable to resolve the appeal. The State's senior management shall provide written notice of its final determination to the Contractor. Upon appeal or escalation, the State shall not increase the amount of the potential damages.

A.13. The Contractor shall, as directed by the State and at no additional cost to the State, coordinate with, facilitate the prompt exchange of information between, and work collaboratively with any and all other State contractors and State Agencies. If required in order for the Contractor to proceed with any part of the Scope of Services which involves sharing or obtaining information of a confidential, proprietary, or otherwise valuable nature with or from another State contractor, the Contractor may be requested to sign mutually agreeable documents, including but not limited to Non-Disclosure Agreements (Non-Disclosure Documents), which are reasonably necessary to maintain cooperation and collaboration among and with any and all other State contractors and State agencies in the performance of the Contract.

All information the Contractor may receive, have disclosed to it, or otherwise becomes known to Contractor during the performance of this Contract from any other State contractor, that the State contractor considers to be propriety or confidential in nature pursuant to a Non-Disclosure Document entered into between the Contractor and another State contractor, shall be governed by such Non-Disclosure Document.

Nothing in this Section, including failure to negotiate and enter into a Non-Disclosure Document acceptable to Contactor with another State contractor, shall be construed to relieve the Contractor of its duty to perform any requirements or deliverables under this Contract. Other than as permitted in Section C. of this Contract, Payment Terms and Conditions, the Contractor shall not invoice the State for any such coordination services, and the State shall not be liable to the Contractor for payment of any such coordination services, without the prior written consent of the State.

B. CONTRACT PERIOD:

B.1. This Contract shall be effective on November 1, 2015 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Ninety-Seven Thousand Dollars ($297,000.00) ("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.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory 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)
Facility Appraisal	$ 900.00 per facility

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

310 Great Circle Road
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Department of Finance and Administration, Division of Health Care Finance and Administration;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;

(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.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 other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor shall complete, sign, and present to the State:

(1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

(2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card.

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract, other than information or data that is necessary for one or more Contract deliverables, shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

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

The Contractor:

Thomas J. Griffith, MAI, ASA, Vice President
Principle Valuation, LLC
230 West Monroe, Suite 2540
Chicago, Illinois 60606
tgriffith@principlevaluation.com
Telephone: (312) 422-1010
Fax: (312) 422-1515

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

All information or data that is necessary for one or more deliverables set forth in this Contract shall be transmitted between HCFA and Contractor via the data transfer method specified in advance by HCFA. This may include, but shall not be limited to, transfer through HCFA's SFTP system. Failure by the Contractor to transmit information or data that is necessary for a deliverable in the manner specified by HCFA, may, at the option of HCFA, result in Liquidated Damages as set forth on Contract Attachment B hereto.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25 State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract. In addition, the Contractor shall comply with the provisions of Contract Section E.16, (Applicable Laws, Rules, Policies and Court Orders), and this Section D.25 shall not be deemed to limit or abridge any requirement set forth in Section E.16.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Contractor shall only use Confidential information for activities pursuant to and related to the performance of the Contract. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

E.4. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," shall mean software not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including

Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.5 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 use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.6 Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, 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.7 Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.8. 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 Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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 31 U.S.C. § 1352.

E.9 Intellectual Property. 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 or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.10. Liquidated Damages. If failure to comply with requirements of this contract occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("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 Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment B and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to avail itself of any other remedy available under this Contract or at law or equity.

E.11 Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the

State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.12 Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E.13. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

E.14. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies 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.).

As defined in 2 C.F.R. § 170.315, "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 C.F.R. § 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 the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension 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.15 Survival. The terms, provisions, representations, and warranties contained in Sections D.11 (Records), D.19 (Hold Harmless), D.20 (HIPAA Compliance), E.2 (Confidentiality of Records),E.7 (Prohibited Advertising),E.9 (Intellectual Property) E.13 (Personally Identifiable Information), E.19 (Notification of Breach), E.21 (SSA Data), and E.25 (IRS Data) of this Contract shall survive the completion of performance, termination or expiration of this Contract.

E.16. Applicable Laws, Rules, Policies and Court Orders. The Contractor agrees to comply with all applicable federal and State laws, rules, regulations, sub-regulatory guidance, executive orders, HCFA waivers, and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare and CHIP programs. Such compliance shall be performed at no additional cost to the State.

E.17. Business Associate. Contractor hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations. In accordance with the HIPAA regulations, the Contractor shall, at a minimum:

a. Comply with requirements of the HIPAA, including, but not limited to, the transactions and code sets, privacy, security, and identifier regulations. Compliance includes meeting all required transaction formats and code sets with the specified data sharing agreements required under the regulations;

b. Transmit/receive from/to its providers, subcontractors, clearinghouses and HCFA all transactions and code sets required by HIPAA in the appropriate standard formats, utilizing appropriate and adequate safeguards, as specified under the law and as directed by HCFA so long as HCFA direction does not conflict with the law;

c. Agree that if it is not in compliance with all applicable standards defined within the transactions and code sets, privacy, security and all subsequent HIPAA standards, that it will be in breach of this Contract and will then take all reasonable steps to cure the breach or end the violation as applicable. Since inability to meet the transactions and code sets requirements, as well as the privacy and security requirements can bring basic business practices between HCFA and the Contractor and between the Contractor and its providers and/or subcontractors to a halt, if for any reason the Contractor cannot meet the requirements of this Section, HCFA may terminate this Contract.

d. Ensure that Protected Health Information (PHI) exchanged between the Contractor and HCFA is used only for the purposes of treatment, payment, or health care operations and health oversight and its related functions. All PHI not transmitted for these purposes or for purposes allowed under the federal HIPAA regulations shall be de-identified to secure and protect the individual enrollee's PHI;

e. Report to HCFA's Privacy Office immediately upon becoming aware of any use or disclosure of PHI in violation of this Contract by the Contractor, its officers, directors, employees, subcontractors or agents or by a third party to which the Contractor disclosed PHI;

f. Specify in its agreements with any agent or subcontractor that will have access to PHI that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Contractor pursuant to this Section;

g. Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available upon request to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA regulations;

h. Create and adopt policies and procedures to periodically audit adherence to all HIPAA regulations;

i. Agree to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained, or transmitted by or on behalf of HCFA agrees to use reasonable and appropriate safeguards to protect the PHI.

j. If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of that PHI upon termination, cancellation, expiration or other conclusion of the Agreement, and in accordance with this Section of this Contract. The Contractor shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. The Contractor shall identify any PHI that cannot feasibly be returned or destroyed. Within such thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement, the Contractor shall: (1) certify an oath in writing that such return or destruction has been completed; (2) identify any PHI which cannot feasibly be returned or destroyed; and (3) certify that it will only use or disclose such PHI for those purposes that make its return or destruction infeasible;

k. Implement all appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Contract and, including, but not limited to, privacy, security and confidentiality requirements in 45 CFR Parts 160 and 164;

l. Set up appropriate mechanisms to limit use or disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure;

m. Create and implement policies and procedures to address present and future HIPAA regulatory requirements as needed, including, but not limited to: use and disclosure of data; de-identification of data; minimum necessary access; accounting of disclosures; enrollee's right to amend, access, request restrictions; notice of privacy practices and right to file a complaint;

n. Provide an appropriate level of training to its staff and employees regarding HIPAA related policies, procedures, enrollee rights and penalties prior to the HIPAA implementation deadlines and at appropriate intervals thereafter;

o. Track training of Contractor staff and employees and maintain signed acknowledgements by staff and employees of the Contractor's HIPAA policies;

p. Be allowed to use and receive information from HCFA where necessary for the management and administration of this Contract and to carry out business operations where permitted under the regulations;

q. Be permitted to use and disclose PHI for the Contractor's own legal responsibilities;

r. Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Contractor employees and other persons performing work for the Contractor to have only minimum necessary access to PHI and personally identifiable data within their organization;

s. Continue to protect and secure PHI and personally identifiable information relating to enrollees who are deceased; and

t. Track all security incidents as defined by HIPAA and, as required by the HIPAA Reports. The Contractor shall periodically report in summary fashion to HCFA such security incidents.

E.18. Information Holders. HCFA and the Contractor are "information holders" as defined in TCA 47-18-2107. In the event of a breach of the security of Contractor's information system, as defined by TCA 47-18-2107, the Contractor shall indemnify and hold HCFA harmless for expenses and/or damages related to the breach. Such obligations shall include, but not be limited to, mailing notifications to affected enrollees. Substitute notice to written notice, as defined by TCA 47-18-2107(e)(2) and (3), shall only be permitted with HCFA's express written approval. The Contractor shall notify HCFA's Privacy Office immediately upon becoming aware of any security incident that would constitute a "breach of the security of the system" as defined in TCA 47-18-2107.

E.19. Notification of Breach and Notification of Suspected Breach. - The Contractor shall notify HCFA's Privacy Office immediately upon becoming aware of any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of enrollee PHI maintained or held by the Contractor, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Contractor 's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.

E.20. Transmission of Contract Deliverables. All information or data that is necessary for one or more deliverable set forth in this Contract shall be transmitted between HCFA and Contractor via the data transfer method specified in advance by HCFA. This may include, but shall not be limited to, transfer through HCFA's SFTP system. Failure by the Contractor to transmit information or data that is necessary for a deliverable in the manner specified by HCFA, may, at the option of HCFA, result in liquidated damages as set forth on Contract Attachment B, hereto.

E.21. Social Security Administration (SSA) Required Provisions for Data Security. The Contractor shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. §3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the Contractor shall have in place administrative, physical, and technical safeguards for data.

a. The Contractor shall not duplicate in a separate file or disseminate, without prior written permission from HCFA, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the HCFA program. Should the Contractor propose a redisclosure of said data, the Contractor must specify in writing to HCFA the data the Contractor proposes to redisclose, to whom, and the reasons that justify the redisclosure. HCFA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the HCFA program.

b. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.

c. The Contractor shall provide a current list of the employees of such contractor with access to SSA data and provide such lists to HCFA.

d. The Contractor shall restrict access to the data obtained from HCFA to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Contractor shall not further duplicate, disseminate, or disclose such data without obtaining HCFA's prior written approval.

e. The Contractor shall ensure that its employees:

(1) properly safeguard PHI/PII furnished by HCFA under this Contract from loss, theft or inadvertent disclosure;

(2) understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee is at his or her regular duty station;

(3) ensure that laptops and other electronic devices/ media containing PHI/PII are encrypted and/or password protected;

(4) send emails containing PHI/PII only if encrypted or if to and from addresses that are secure; and,

(5) limit disclosure of the information and details relating to a PHI/PII loss only to those with a need to know.

Contractor employees who access, use, or disclose HCFA or HCFA SSA-supplied data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

f. Loss or Suspected Loss of Data–If an employee of the Contractor becomes aware of suspected or actual loss of PHI/PII, he or she must immediately contact HCFA immediately upon becoming aware to report the actual or suspected loss. The Contractor will use the Loss Worksheet located at http://www.tn.gov/assets/entities/tenncare/attachments/phi_piiworksheet.pdf to quickly gather and organize information about the incident. The Contractor must provide HCFA with timely updates as any additional information about the loss of PHI/PII becomes available.

If the Contractor experiences a loss or breach of said data, HCFA will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Contractor shall bear any costs associated with the notice or any mitigation.

g. HCFA may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if HCFA, in its sole discretion, determines that the Contractor has: (1) made an unauthorized use or disclosure of HCFA SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract.

h. This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. 3541 et seq.), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the SSA stipulates that the Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system.

i. Definitions

(1) "SSA-supplied data" – information, such as an individual's social security number, supplied by the Social Security Administration to HCFA to determine entitlement or eligibility for federally-funded programs (CMPPA between SSA and F&A; IEA between SSA and HCFA).

(2) "Protected Health Information/Personally Identifiable Information" (PHI/PII)(45 C.F.R. 160.103; OMB Circular M-06-19) – Protected health information means individually identifiable health information that is: (i) Transmitted by electronic

media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

(3) "Individually Identifiable Health Information"– information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(4) "Personally Identifiable Information" – any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, including any other personal information which can be linked to an individual.

E.22. Medicaid and CHIP - The Contractor must provide safeguards that restrict the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the plan:

a. Purposes directly related to the administration of Medicaid and CHIP include:
(1) establishing eligibility;
(2) determining the amount of medical assistance;
(3) providing services for beneficiaries; and,
(4) conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to Medicaid or CHIP administration.

b. The Contractor must have adequate safeguards to assure that:
(1) Information is made available only to the extent necessary to assist in the valid administrative purposes of those receiving the information, and information received under 26 USC is exchanged only with parties authorized to receive that information under that section of the Code; and,
(2) the information is adequately stored and processed so that it is protected against unauthorized disclosure for other purposes.

c. The Contractor must have criteria that govern the types of information about applicants and beneficiaries that are safeguarded. This information must include at least--
(1) Names and addresses;
(2) Medical services provided;
(3) Social and economic conditions or circumstances;
(4) Contractor evaluation of personal information;
(5) Medical data, including diagnosis and past history of disease or disability
(6) Any information received for verifying income eligibility and amount of medical assistance payments, including income information received from SSA or the Internal Revenue Service;
(7) Any information received for verifying income eligibility and amount of medical assistance payments;
(8) Income information received from SSA or the Internal Revenue Service must be safeguarded according to Medicaid and CHIP requirements;
(9) Any information received in connection with the identification of legally liable third party resources; and.
(10) Social Security Numbers.

d. The Contractor must have criteria approved by HCFA specifying:

(1) the conditions for release and use of information about applicants and beneficiaries:

(2) Access to information concerning applicants or beneficiaries must be restricted to persons or Contractor representatives who are subject to standards of confidentiality that are comparable to those of HCFA;

(3) The Contractor shall not publish names of applicants or beneficiaries;

(4) The Contractor shall obtain permission from a family or individual, whenever possible, before responding to a request for information from an outside source, unless the information is to be used to verify income, eligibility and the amount of medical assistance payment to an authorized individual or entity;

(5) If, because of an emergency situation, time does not permit obtaining consent before release, the Contractor shall notify HCFA, the family or individual immediately after supplying the information.

(6) The Contractor's policies must apply to all requests for information from outside sources, including governmental bodies, the courts, or law enforcement officials.

i. The Contractor shall notify HCFA of any requests for information on applicants or beneficiaries by other governmental bodies, the courts or law enforcement officials ten (10) days prior to releasing the requested information.

(7) If a court issues a subpoena for a case record or for any Contractor representative to testify concerning an applicant or beneficiary, the Contractor must notify HCFA at least ten (10) days prior to the required production date so HCFA may inform the court of the applicable statutory provisions, policies, and regulations restricting disclosure of information.

(8) The Contractor shall not request or release information to other parties to verify income, eligibility and the amount of assistance under Medicaid or CHIP, prior to express approval from HCFA.

E.23. Employees Excluded from Medicare, Medicaid or CHIP. The Contractor does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly employ, in the performance of this Contract, employees who have been excluded from participation in the Medicare, Medicaid, and/or CHIP programs pursuant to Sections 1128 of the Social Security

E.24. 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 HCFA as provided in Section D.6, 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.25. Internal Revenue Service (IRS) Safeguarding Of Return Information:

a) Performance - In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) This provision shall not apply if information received or delivered by the Parties under this Contract is NOT "federal tax returns or return information" as defined by IRS Publication 1075 and IRC 6103.

(2) All work will be done under the supervision of the contractor or the contractor's employees. The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(8) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

b) Criminal/Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Publication 1075, Exhibit 4, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and* Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Publication 1075, Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection - The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safe.

IN WITNESS WHEREOF,

PRINCIPLE VALUATION, LLC:

Thomas G Griffith 10/14/15

CONTRACTOR SIGNATURE DATE

Thomas Griffith, Vice President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

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

Larry B. Martin/cb 10/15/2015

LARRY B. MARTIN, COMMISSIONER DATE

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	PV15.1723 48123
CONTRACTOR LEGAL ENTITY NAME:	Principle Valuation, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	26-0590456

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.

Thomas G Griffith

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Thomas Griffith, Vice President

PRINTED NAME AND TITLE OF SIGNATORY

10/14/15

DATE OF ATTESTATION

ATTACHMENT B

LIQUIDATED DAMAGES

A general liquidated damage of up to One Thousand Dollars ($1,000.00) per calendar day/occurrence, as applicable, may be assessed at the sole discretion of the State for any violation of a Contract provision that is not specifically listed in the following table.

HCFA may elect to apply the following liquidated damages remedies in the event the Contractor fails to perform its obligations under this Contract in a proper and/or timely manner. Upon determination by HCFA that the Contractor has failed to meet any of the requirements of this Contract in a proper and/or timely manner, HCFA will notify the Contractor in writing of the deficiency and of the potential liquidated damages to be assessed. Liquidated damages shall be assessed for any part of each week during which the deficiency occurs or remains uncorrected, unless the amount of liquidated damages is otherwise designated as "per occurrence" or "per incident" in the following table. Should the deficiency remain uncorrected for more than thirty (30) days from the date of the original notification of the deficiency by HCFA, HCFA may impose an additional liquidated damage of Five Hundred Dollars ($500) per day from the date of the original notification to Contractor until said deficiency is resolved.

All liquidated damages remedies set forth in the following table may, at HCFA's election, be retroactive to the date of the initial occurrence of the failure to comply with the terms of the Contract as set forth in the notice of deficiency from HCFA and may continue until such time as the HCFA Deputy Commissioner determines the deficiency has been cured.

If liquidated damages are assessed, HCFA shall reduce the Contractor's payment for administrative services in the following month's invoice by the amount of damages. In the event that damages due exceed the amount HCFA is to pay to Contractor in a given payment cycle, HCFA shall invoice Contractor for the amount exceeding the amount payable to Contractor, and such excess amount shall be paid by Contractor within thirty (30) calendar days of the invoice date. In situations where the Contractor wishes to dispute any liquidated damages assessed by HCFA, the Contractor must submit a written notice of dispute, including the reasons for disputing the liquidated damages, within thirty (30) days of receipt of the notice from HCFA containing the total amount of damages assessed against the Contractor. If the Contractor fails to timely dispute a liquidated damages assessment as set forth herein, such failure shall constitute a bar to the Contractor seeking to have the assessment amount overturned in a forum or court of competent jurisdiction.

	PROGRAM ISSUES		DAMAGE
1.	Failure by the Contractor to meet the standards for privacy, security, and confidentiality of individual data as evidenced by a breach of the security per Section E.19.		$1,000 per affected enrollee per occurrence.
2.	Failure by the Contractor to execute the appropriate agreements to effectuate transfer and exchange of HCFA enrollee PHI or HCFA confidential information including, but not limited to, a data use agreement, trading partner agreement,		$1,000 per affected enrollee or potential enrollee per occurrence.

	business associate agreement or qualified protective order prior to the use or disclosure of PHI to a third party. (See Business Associate Agreement between the parties)		
3.	Failure by the Contractor to seek express written approval from HCFA prior to the use or disclosure of HCFA enrollee data or HCFA confidential information in any form via any medium with any third party beyond the boundaries and jurisdiction of the United States. (See Business Associate Agreement between the parties)		$1,000 per affected enrollee or potential enrollee per occurrence.
4.	Failure by the Contractor to timely report violations in the access, use and disclosure of PHI or timely report a security incident or timely make a notification of breach or notification of suspected breach per Sections (See also Business Associate Agreement between the parties)		$1,000 per affected enrollee or potential enrollee per occurrence.

ATTACHMENT

TN NURSING FACILITY INFORMATION

CMS	CMS #	County	Associations	Corp. Memberships	Provider Type	Sq. Ft.	Bed Count	Admin. Name Phone #	Admin. Email
ADAMSVILLE HEALTHCARE AND REHABILITATION CENTER	445397	McNairy	THCA	Grace Healthcare	Medicare/ Medicaid	47,955	125	Connie Jones 731-632-3301	avadmi@gracehc.com
AGAPE NURSING AND REHAB-ASBURY PLACE AT JOHNSON CITY	445162	Washington	THCA		Medicare/ Medicaid	27,094	84	Mandy Rocker (423) 975-2000	administrator@agapenrc.com
ALAMO NURSING AND REHABILITATION CENTER	445467	Crockett	THCA, AHCA	Harber Laman Healthcare Mng	Medicare/ Medicaid	32,175	121	Donald Jones (731) 696-4541	djones@harberlaman.com
ALLENBROOKE NURSING AND REHABILITATION CENTER	445485	Shelby	THCA		Medicare/ Medicaid	-	180	Benjamin McGovern 901-795-2444	42bmcgovern@tarahc.com
APPALACHIAN CHRISTIAN VILLAGE	445483	Washington	THCA; LeadingAge		Medicare/ Medicaid	-	103	Kathy Green (423) 232-8222	kgreen@christianvillage.org
APPLINGWOOD HEALTH CARE CENTER	445411	Shelby	THCA	THM Inc.	Medicare/ Medicaid	29,000	78	Stacey Wallace (901) 385-1803	admapp@thmgt.com
ARDMORE HEALTH AND REHABILITATION CENTER	445321	Giles	LeadingAge		Medicare/ Medicaid	15,028	79	Brandon Whiteside 931-427-2143	ardmore.ceo@healthservices.cc
ASBURY PLACE AT MARYVILLE	445017	Blount	LeadingAge		Medicare/ Medicaid	90,508	181	Tesa Brown 865-850-1461	tbrown@asburyplace.org

ASHTON PLACE HEALTH & REHAB CENTER	445118	Shelby	THCA		Medicare/ Medicaid	64,318	211	Perry Tidwell 901-458-1146	AshtonPlace.ceo@healthservices.cc
AVE MARIA HOME	445490	Shelby	THCA; LeadingAge		Medicare/ Medicaid	56,451	75	Marlene Siegel (901) 386-3211	msiegel@avemariahome.org
BAILEY PARK CLC	445339	Gibson	THCA	Community Living Centers	Medicare/ Medicaid	20,083	50	Clint Hickerson 731-784-5183	bp_admin@cesltc.com
BAPTIST HEALTH CARE CENTER	44E445	Loudon	THCA		Medicaid Only	-	104	Melissa Franklin 865-986-3583	baptisthealth@bellsouth.net
BEECH TREE MANOR	445292	Campbell	THCA		Medicare/ Medicaid	33,504	110	Darlene Herald 423-784-6626	DHerald@jlcbtm.com
BELCOURT TERRACE NURSING HOME	445273	Davidson	THCA		Medicare/ Medicaid	-	49	Barbara Collins 615-383-3570	bcollinsofbelcourt@gmail.com
BELLS NURSING AND REHABILITATION CENTER	445463	Crockett	THCA		Medicare/ Medicaid	36,900	120	Craig Laman (731) 663-2335	head@harberlaman.com
BENCHMARK HEALTHCARE OF PURYEAR INC	445470	Henry	THCA		Medicare/ Medicaid	19,178	32	Karen Lancaster, RN/LNHA (731)247-3205	klancaster@mylegacycares.com
BETHANY HEALTH CARE CENTER	445159	Davidson			Medicare/ Medicaid	60,147	180	Laura Harris ; 615-834-4214	lharris@avalonhc.com
BETHESDA HEALTH CARE CENTER	445427	Putnam	THCA	THM Inc.	Medicare/ Medicaid	43,000	120	Lee Rooney, 931-525-6655	admbhc@thmgt.com
BEVERLY PARK PLACE HEALTH AND REHAB	445131	Knox	THCA	Grace Healthcare	Medicare/ Medicaid	97,239	271	Susette Williamson 865-687-1321 x4022	swilliamson@hillcresthc.com

BLEDSOE COUNTY NURSING HOME	4.4E+233	Bledsoe	THCA		Medicaid Only	22,049	50	STEPHANIE BOYNTON (423)447-5350	stephanie.boynton@erlanger.org
BOULEVARD TERRACE REHABILITATION AND NURSING HOME	445235	Rutherford			Medicare/ Medicaid	36,597	100	Andrea Bagwell 615-896-4505	btadmin@vanguardhc.com
BRADLEY HEALTH CARE & REHAB	445141	Bradley			Medicare/ Medicaid	82,246	213	B. Scott Oliver 423-472-7116	dburtnett@bradleyhealthcare.com
BRIARCLIFF HEALTH CARE CENTER	445260	Roane		Diversicare Healthcare	Medicare/ Medicaid	43,986	120	Bartlee. E. Norton 865-481-3367	22admn@dvcr.com
BRIARWOOD COMMUNITY LIVING CTR	445333	Henderson	THCA		Medicare/ Medicaid	10,246	55	Joyce Thompson 731-968-6629	lx_joycethompson@cesltc.com
BRIDGE AT MONTEAGLE (THE)	445393	Grundy		Signature HealthCARE	Medicare/ Medicaid	54,012	150	Darren Hulgan 931-924-2041	cgillis@signaturehealthcarellc.com
BRIDGE AT ROCKWOOD, THE	445143	Roane		Signature HealthCARE	Medicare/ Medicaid	50,005	157	Charles Wheeler 865-354-3366	cgillis@signaturehealthcarellc.com
BRIDGE AT SOUTH PITTSBURG, THE	445343	Marion		Signature HealthCARE	Medicare/ Medicaid	50,688	165	Stephen Nee 423-837-7981	cgillis@signaturehealthcarellc.com
BRIGHT GLADE HEALTH AND REHABILITATION CENTER INC	445426	Shelby	THCA	THM Inc.	Medicare/ Medicaid	23,970	77	George Munchow 901-682-5677	admbgc@thmgt.com
BROOKEWOOD NURSING CENTER, INC	445278	Meigs	THCA		Medicare/ Medicaid	16,823	88	Juanita Frazier 423-334-3002	jfrazier@sterling-health.com
BROOKHAVEN MANOR	445174	Sullivan	THCA	National Healthcare Corp.	Medicare/ Medicaid	42,572	180	Mike Troglen 423-246-8934	admin@brookhavenmanor.net

CAMBRIDGE HOUSE, THE	445190	Sullivan			Medicare/ Medicaid	24,100	130	Suzanne Rich 423-968-4123	adm@thecambridgehouse.info
CAMDEN HEALTHCARE & REHAB CENTER	445274	Benton	THCA		Medicare/ Medicaid	41,301	150	Mark Walker (731) 584-3500	m.walker@camdenhc.com
CELINA HEALTH AND REHABILITATION CENTER	445445	Clay	THCA	Grace Healthcare	Medicare/ Medicaid	17,816	66	Paula Boone Administrator	ccadmi@gracehc.com
CENTER ON AGING AND HEALTH	445424	Unicoi			Medicare/ Medicaid	42,500	120	Alex Gaddy 423-743-7669	administrator@coah.net
CHRISTIAN CARE CENTER OF BEDFORD COUNTY, LLC	445171	Bedford			Medicare/ Medicaid	54,312	96	Michael Ward, LNHA (931)-680-2300	administrator@cccofbedfordcounty.com
CHRISTIAN CARE CENTER OF CHEATHAM COUNTY, INC	445318	Cheatham	THCA		Medicare/ Medicaid	35,694	80	Rebecca K. Colón 615-792-4948	administrator@cccofcheathamcounty.com
CHRISTIAN CARE CENTER OF JOHNSON CITY, INC	445487	Washington	THCA		Medicare/ Medicaid	34,449	84	Jennifer Skaggs 423-434-2016 ext.304	administrator@cccofjohnsoncity.com
CHRISTIAN CARE CENTER OF RUTHERFORD COUNTY LLC	445502	Rutherford	THCA		Medicare/ Medicaid	36,000	91	Russell Caughron 615-459-5600	administrator@cccofrutherfordcounty.com
CHRISTIAN CARE CENTER OF SPRINGFIELD, LLC	445480	Robertson	THCA		Medicare/ Medicaid	19,445	66	Rita Crabtree 615-384-7977	administrator@cccofspringfield.com
CHURCH HILL CARE & REHAB CTR	445237	Hawkins			Medicare/ Medicaid	47,300	124	Gina Harris, Administrator 423-357-7178	gharris@vanguardhc.com
CLAIBORNE AND HUGHES HLTH CNTR	445157	Williamson	LeadingAge		Medicare/ Medicaid	-	157	Sara Ostheimer 615-791-1103	sallyo@chhcfranklin.com

CLAIBORNE COUNTY NURSING HOME	445071	Claiborne	THCA		Medicare/ Medicaid	29,551	100	Stan Boling, RN (423) 526-2348	sboling@cchnh.org
CLARKSVILLE MANOR NURSING CENTER	445455	Montgomery	THCA	THM Inc.	Medicare/ Medicaid	77,585	113	Soheila Kheshti, 931-552-3002	admclr@thmgt.com
COMMUNITY CARE OF RUTHERFORD	445406	Rutherford			Medicare/ Medicaid	68,094	131	Charles M. King (615) 893-2624	mking@rutherfordcountytn.gov
CONSULATE HEALTH CARE OF CHATTANOOGA	445205	Hamilton	THCA	Consulate Health Care	Medicare/ Medicaid	24,436	127	Dennis Burtnett 423-892-1716	Dennis.K.Burtnett@consulatehc.com
COUNTRYSIDE HEALTHCARE AND REHABILITATION	445280	Lawrence	THCA	National Healthcare Corp.	Medicare/ Medicaid	44,180	162	Duane R. Farnham	admin@countrysidehr.com
COVINGTON CARE NURSING & REHABILITATION CENTER INC	445330	Tipton		THM Inc.	Medicare/ Medicaid	31,540	98	Debra A. Johnson, Administrator 901-475-0027	admccc@thmgt.com
COVINGTON HEALTH CARE & REHABILITATION , INC	445461	Tipton	THCA	THM Inc.	Medicare/ Medicaid	50,252	156	Heather Giles 1-901-476-1820	admcov@thmgt.com
CREEKSIDE HEALTH AND REHABILITATION CENTER	445516	Davidson	THCA	Grace Healthcare	Medicare/ Medicaid	55,742	142	Nicki McCaleb 615-612-4499	matadmi@gracehc.com
CRESTVIEW HEALTH AND REHABILITATION	445409	Davidson	THCA		Medicare/ Medicaid	31,282	111	Donald B Anderson Jr 504-615-1770	dbanderson@vanguardhc.com
CRESTVIEW HEALTH CARE CENTER OF BROWNSVILLE, INC	445442	Haywood			Medicare/ Medicaid	35,226	115	Allison Sills 731-772-3356	admchc@thmgt.com
Cumberland Healthcare and Rehabilitation, Inc.	445262	Davidson	THCA	THM Inc.	Medicare/ Medicaid	46,400	124	Marilyn McClain (615) 726-0492	admcmb@thmgt.com

CUMBERLAND VILLAGE GENESIS HEALTHCARE	445276	Campbell	THCA	Genesis HealthCare	Medicare/ Medicaid	53,100	182	Jon Bowers, 423-562-0760	Jonathan.Bowers@genesishcc.com
DECATUR COUNTY HEALTH CARE AND REHABILITATION , INC	445451	Decatur		THM Inc.	Medicare/ Medicaid	42,537	125	731-847-6371	admdcm@thmgt.com
DICKSON HEALTH AND REHAB	445477	Dickson	THCA	Mission Health	Medicare/ Medicaid	24,479	70	Devin Shelby	admin@dks-hc.com
DIVERSICARE OF DOVER	445155	Stewart	THCA	Diversicare Healthcare	Medicare/ Medicaid	26,826	88	Rebecca Lane 931-232-6902	
DIVERSICARE OF MARTIN	445249	Weakley	THCA	Diversicare Healthcare	Medicare/ Medicaid	40,560	150	Jeff Gabbert, 731-587-0503	jbradfield@cornerstonehcs.com
DONELSON PLACE CARE & REHABILITATION CENTER	445148	Davidson	THCA	Signature HealthCARE	Medicare/ Medicaid	39,273	124	Robert Hogan 615-885-0483	
DOUGLAS NURSING HOME	445434	Gibson		Cornerstone Health Care	Medicare/ Medicaid	18,473	72	Jennifer Bradfield 731-686-8321	jbradfield@cornerstonehcs.com
DOVE HEALTH & REHAB OF COLLIERVILLE, LLC	445495	Shelby	Eden	Covenant Dove	Medicare/ Medicaid	35,000	114	Felix Strickland	fstricklan@covenantdove.com
DURHAM-HENSLEY HEALTH AND REHABILITATION	445478	Greene	THCA		Medicare/ Medicaid	27,641	75	Kathie H. Ball 423-257-6761	khball@durhamhensleyhealth.com
DYER NURSING AND REHABILITATION CENTER	445468	Gibson	THCA	Harber Laman Healthcare Mng	Medicare/ Medicaid	38,200	120	Jerry Park (731) 692-4545	jpark@harberlaman.com
DYERSBURG NURSING AND REHABILITATION , INC	445446	Dyer	THCA	THM Inc.	Medicare/ Medicaid	40,775	130	Joe N. LeMay 731-286-1221	admdyr@thmgt.com

EAST TENNESSEE HEALTH CARE	445457	Monroe	THCA	THM Inc.	Medicare/ Medicaid	23,710	85	Helen Ionashku 423 442 3990	admeast@thmgt.com
ERWIN HEALTH CARE CENTER	445291	Unicoi	THCA	C & E Management Co	Medicare/ Medicaid	38,000	125	Troy Gaddy, Administrator (423) 743-4131	asktroy@hotmail.com
ETOWAH HEALTH CARE CENTER	445422	McMinn			Medicare/ Medicaid	38,000	120	Jonathan Hicks 423-263-1138	nha@etwhcc.com
FAYETTEVILLE HEALTH AND REHABILITATION CENTER	445320	Lincoln			Medicare/ Medicaid	24,000	79	Lisa Veteto (931) 433-9973	fayetteville.ceo@healthservices.cc
FOREST COVE NURSING AND REHAB CENTER	445453	Madison		THM Inc.	Medicare/ Medicaid	44,391	170	Erin Livingston, 731-424-4200	admfcm@thmgt.com
FORT SANDERS SEVIER NURSING HOME	445129	Sevier	THCA	LeConte Medical Center	Medicare/ Medicaid	25,636	54	Jennifer Hanson, CAO, Administrator 865-446-7500	jhanson@covhlth.com
FOUR OAKS HEALTH CARE CENTER	445458	Washington		Grace Healthcare	Medicare/ Medicaid	29,177	84	Lori Goodman 423-753-8711	foadmi@gracehc.com
GALLATIN HEALTH CARE CENTER, LLC	445183	Sumner	THCA, AHCA		Medicare/ Medicaid	80,000	207	Sonya Kemp, (615)452-2322	kempsonya@yahoo.com
GALLAWAY HEALTH AND REHAB	445440	Fayette	THCA	Mission Health	Medicare/ Medicaid	-	104	Linda Byrd, Administrator 662-394-1275 901-867-8575	admin@gw-hc.com
GENERATIONS CENTER OF SPENCER	445388	Van Buren		Generations/Gaither's Group	Medicare/ Medicaid	25,150	70	David W. Gaither, 931-946-7768	dwgaither@generationsgaither.com
GLEN OAKS HEALTH AND REHABILITATION	445234	Bedford	THCA		Medicare/ Medicaid	44,961	130	Brian Vermillion 931-684-8340	goadmin@vanguardhc.com

GOLDEN LIVING CENTER - UNION CITY	445138	Obion	THCA	Golden Living	Medicare/ Medicaid	25,565	80	Jonathon D. Clayton 731 885 6400	jonathon.clayton@goldenliving.com
GOLDEN LIVINGCENTER - BRANDYWOOD	445124	Sumner	THCA	Golden Living	Medicare/ Medicaid	28,938	124	Robin Willmore, Administrator 615-452-7132	robin.willmore@goldenliving.com
GOLDEN LIVINGCENTER - MOUNTAIN VIEW	445145	Franklin	THCA	Golden Living	Medicare/ Medicaid	26,782	132	Terri D. Bodkins (931) 967-7082	Terri.Bodkins@goldenliving.com
GOLDEN LIVINGCENTER - SPRINGFIELD	445137	Robertson	THCA	Golden Living	Medicare/ Medicaid	22,635	120	Janet D. Aitken 615-384-9565	janet.aitken@goldenliving.com
GOLDEN LIVINGCENTER - WINDWOOD	445135	Anderson	THCA	Golden Living	Medicare/ Medicaid	23,910	120	Craig Green (865) 457-6925	craig.green@goldenliving.com
GOOD SAMARITAN HEALTH AND REHAB CENTER		Davidson		Ebenezer Home of TN, Inc	Medicare/ Medicaid	18,020	110	Armand Santos Administrator 615-731-7130	armand@goodsamaritantn.com
GOOD SAMARITAN SOCIETY - FAIRFIELD GLADE	445506	Cumberland	THCA;LeadingAge	Good Samaritan Society	Medicare/ Medicaid	21,954	30	Lori Chambers 931-456-7155	lchambers@good-sam.com
GRACE HEALTHCARE OF CLARKSVILLE	445433	Montgomery		Grace Healthcare	Medicare/ Medicaid	35,178	122	Katy Gammon	gcadmi@gracehc.com
GRACE HEALTHCARE OF CORDOVA	445218	Shelby	THCA	Grace Healthcare	Medicare/ Medicaid	71,970	240	Craig Johnston, NHA 901-754-1393	cdadmi@gracehc.com
GRACE HEALTHCARE OF FRANKLIN	445146	Williamson	THCA	Grace Healthcare	Medicare/ Medicaid	28,576	88	Kimberly Szymanski 615-794-8417	fradmi@gracehc.com
GRACE HEALTHCARE OF WHITES CREEK	445281	Davidson	THCA	Grace Healthcare	Medicare/ Medicaid	35,534	127	Paul Adeogun 615.876.2754	wcadmi@gracehc.com

GRACELAND NURSING CENTER	445331	Shelby	THCA	Providant Resources Group	Medicare/ Medicaid	-	240	Kenneth Hiscox 901 332 7290	khiscox.graceland@provident.org
GREENHILLS HEALTH AND REHABILITATION CENTER	445267	Davidson	THCA	SavaSenior Care	Medicare/ Medicaid	-	150	Chris Green 615-297-2100	CMGreen@SavaSC.com
GREYSTONE HEALTH CARE CENTER	445242	Sullivan	THCA	Greystone Healthcare Mng. Corp.	Medicare/ Medicaid	93,958	160	David Waldrop, 423-323-7112	dwaldrop@prestigehcm.com
HANCOCK MANOR NURSING HOME	445459	Hancock	THCA	Grace Healthcare	Medicare/ Medicaid	17,367	50	George Brewer, 423-733-4783	SNEADMI@gracehc.com
HARBERT HILLS ACADEMY N H	4.4E+166	Hardin	THCA		Medicaid Only	17,500	49	Randal Dickman 731-925-7221	randydickman@gmail.com
HARBOR VIEW NURSING AND REHABILITATION CENTER, INC	445428	Shelby	THCA	THM Inc.	Medicaid Only	80,683	103	Chris Childress- 901-272-2494	Admhbv@thmgt.com
HARDIN CO NURSING HOME	445372	Hardin	THCA	Hardin Medical Center	Medicare/ Medicaid	28,000	73	Julie Bellar 731-926-8131	jbellar@hardinmedical.com
HARDIN HOME	4.4E+167	Hardin	THCA		Medicaid Only	-	39	Joe L Brown 731-925-4004	joe.brown@hardincounty.biz
HARRIMAN CARE & REHAB CENTER	445368	Roane		Signature HealthCARE	Medicaid Only	54,899	180	Terina Webb 865-882-9159	cgillis@signaturehealthcarellc.com
HARTSVILLE CONVALESCENT CENTER	445256	Trousdale			Medicare/ Medicaid	33,000	95	Ann B. Dies (615) 478-0648	adieshcc@yahoo.com
HEALTH CENTER AT STANDIFER PLACE, THE	445111	Hamilton			Medicare/ Medicaid	246,818	474	John Strawn 423-490-2199	johnstrawn@standiferplace.org

HENDERSON HEALTH AND REHABILITATION CENTER	445471	Chester	THCA	Grace Healthcare	Medicare/ Medicaid	36,675	132	Wally Vernon 731 989-7598	henadmi@gracehc.com
HENRY COUNTY HEALTHCARE CTR	445224	Henry	THCA	Henry County Medical Center	Medicare/ Medicaid	54,797	136	Sandra Ray (731)644-8912	sray@hcmc-tn.org
HERITAGE CENTER, THE	445215	Hamblen	THCA	Life Care Centers of America	Medicare/ Medicaid	69,960	197	Robert Breeden (423) 522-3812	robert_breeden@lcca.com
HERMITAGE HEALTH CENTER	445474	Carter		Grace Healthcare	Medicare/ Medicaid	31,415	70	Jeannie Barker 423-543-2571	hmadmi@gracehc.com
HICKMAN COMMUNITY NURSING HOME	4.4E+176	Hickman	THCA		Medicare/ Medicaid	16,036	40	Jack Keller	jack.keller@sth.org
HIGHLANDS OF DYERSBURG HEALTH & REHAB	445497	Dyer	THCA		Medicare/ Medicaid	42,717	123	Jennifer Pitts	dyersburg.ceo@ariahg.com
HIGHLANDS OF MEMPHIS HEALTH & REHAB	445165	Shelby	THCA		Medicare/ Medicaid	56,913	180	Charlotte Pierce	hom.ceo@ariahg.com
HILLCREST HEALTHCARE CENTER	445316	Cheatham			Medicare/ Medicaid	31,330	95	Marcella Bryant, 615-792-9154	mbryant@hillcrest01.com
HILLVIEW COMMUNITY LIVING CENTER	445367	Weakley	THCA		Medicare/ Medicaid	26,217	70	Wendy Melton, Administrator 731-364-2450	hv_admin@cesltc.com
HILLVIEW HEALTH CENTER	445464	Carter			Medicare/ Medicaid	44,244	76	Joshua Cannon, 423-542-5061	hvadmi@gracehc.com
HOLSTON HEALTH & REHABILITATION CENTER	445344	Knox		National Healthcare Corp.	Medicare/ Medicaid	43,277	94	Keith S McCord (865)524-1500	kmccord@holstonhealth.com

HOLSTON MANOR	445295	Sullivan	THCA	National Healthcare Corp.	Medicare/ Medicaid	54,505	204	Leonard P. (Len) Smith 423-246-2411 (work) 423-956-0441 (cell)	admin@holstonmanor.com
HORIZON HEALTH AND REHAB CENTER	445383	Coffee	THCA		Medicare/ Medicaid	23,365	72	Blaine Lee - 931/728/3599	horizon.ceo@healthservices.cc
HUMBOLDT HEALTHCARE REHAB CENTER, INC	445454	Gibson	THCA	THM Inc.	Medicare/ Medicaid	28,341	89	Clayton Craig 731 784 3655	admhum@thmgt.com
HUMBOLDT NURSING AND REHABILITATION CENTER	445441	Gibson	THCA		Medicare/ Medicaid	38,000	120	Todd McBryde (731) 784-0545	tmcbryde@harberlaman.com
HUMPHREYS CO NURSING HOME	445489	Humphreys	THCA		Medicare/ Medicaid	18,200	66	Bill Sullivan 9312962532	samwsullivan@comcast.net
HUNTINGDON HEALTH & REHAB CENTER	445210	Carroll	THCA		Medicare/ Medicaid	51,875	120	Becky Strawn 731-986-8943	bstrawn@huntingdonhealth.com
HUNTSVILLE MANOR	445288	Scott			Medicare/ Medicaid	31,105	96	Carla Buttram, 423-663-3600	admin@huntsvillemanor.com
ISLAND HOME PARK HEALTH AND REHAB	445476	Knox	THCA	Grace Healthcare	Medicare/ Medicaid	30,406	95	DiAnn Jones 865-246-4201	djones@hillcresthc.com
IVY HALL NURSING HOME	445469	Carter	THCA		Medicare/ Medicaid	35,210	100	Judy Carver DeLoach 423-542-6512	administrator@ivyhallnursinghome.com
JEFFERSON CITY HEALTH AND REHAB CENTER	445246	Jefferson			Medicare/ Medicaid	70,273	170	Debra Vento 865-475-9037	d.vento@jeffersoncityhc.com
JEFFERSON COUNTY NURSING HOME	445473	Jefferson			Medicare/ Medicaid	49,626	160	ROGER L. MYNATT 865-397-3163	rogermynatt@jcnh.org

JOHN M REED HEALTH AND REHAB	445514	Washington			Medicare/ Medicaid	14,145	63	Mandy Rocker (423) 257-6122	jrhr@nbcare.net
KINDRED HEALTH AND REHABILITATION -NORTHHAVEN	445297	Blount	THCA	Kindred Healthcare	Medicare/ Medicaid	17,671	96	Trudy Durham 865-689-2052	trudy.durham@kindred.com
KINDRED NURSING AND REHABILITATION - FAIRPARK	445286	Blount	THCA	Kindred Healthcare	Medicare/ Medicaid	23,708	75	Brigetta Nethery, 865-983-0261	Brigetta.Nethery@kindred.com
KINDRED NURSING AND REHABILITATION -LOUDON	445253	Loudon	THCA	Kindred Healthcare	Medicare/ Medicaid	57,000	182	J. Mitchell Brakebill 865-458-5436	Lola.Phillips@kindred.com
KINDRED NURSING AND REHABILITATION -MARYVILLE	445245	Blount	THCA	Kindred Healthcare	Medicare/ Medicaid	50,657	187	Raeleen Webb (865) 984-7400	raeleen.webb@kindred.com
KINDRED NURSING AND REHABILITATION -SMITH COUNTY	445172	Smith	THCA	Kindred Healthcare	Medicare/ Medicaid	41,965	128	Michael Manor 615-735-0569	michael.manor@kindred.com
KNOLLWOOD MANOR	445410	Macon	THCA	Tri-Age Adventures Inc.	Medicare/ Medicaid	18,100	49	Linda Austin 615-666-3170	laustin@nctc.com
LAKEBRIDGE HEALTH CARE CENTER	445358	Washington			Medicare/ Medicaid	38,748	109	Nyda Bays 423-975-0095	administrator@lakebridgehealthcarecenter.com
LAKESHORE HEARTLAND	44A114	Davidson	THCA	Lakeshore Senior Communities	Medicaid Only	35,437	66	Judy French 615-885-2320	jfrench@LakeshoreSeniorLiving.org
LAUDERDALE COMM LIVING CTR	445354	Lauderdale	THCA		Medicare/ Medicaid	26,795	71	Susan Pittman 731-635-5100	ld_admin@cesltc.com
LAUGHLIN HEALTH CARE CENTER	445264	Greene			Medicare/ Medicaid	35,946	90	Frederick Souder 423-638-9226	fredericksouder@lmhcare.org

LAUREL MANOR HEALTH CARE	445156	Claiborne	THCA		Medicare/ Medicaid	54,000	134	Robert Polahar 423-626-8215	11admn@DVCR.com
LAURELBROOK SANITARIUM	4.4E+201	Rhea	THCA		Medicaid Only	16,000	50	Keith Wellman, RN NHA 423-775-0771	nhadministrator@laurelbrook.org
LAURELWOOD HEALTHCARE CENTER	445413	Madison	THCA	Grace Healthcare	Medicare/ Medicaid	20,986	64	Barbara Park 731-422-5641	jaladmi@gracehc.com
LEWIS COUNTY NURSING AND REHABILITATION CENTER	445430	Lewis		THM Inc.	Medicare/ Medicaid	37,616	131	Celeste Blocker 931-796-3233	admlcm@thmgt.com
LEXINGTON HEALTH CARE AND REHABILITATION , INC	445431	Henderson	THCA	THM Inc.	Medicare/ Medicaid	36,387	118	Allan Maness 731-968-2004	admlxm@thmgt.com
LIFE CARE CENTER OF ATHENS	445298	McMinn	THCA	Life Care Centers of America	Medicare/ Medicaid	28,928	128	Robert R. Hubbartt (423) 745-8181	robert_hubbartt@lcca.com
LIFE CARE CENTER OF BRUCETON-HOLLOW ROCK	445326	Carroll	THCA	Life Care Centers of America	Medicare/ Medicaid	20,526	130	Dareth Davis, 731-586-2061	dareth_davis@lcca.com
LIFE CARE CENTER OF CENTERVILLE	445252	Hickman	THCA	Life Care Centers of America	Medicare/ Medicaid	-	132	Beverly Wall 931-7229-4236	beverly_wall@lcca.com
LIFE CARE CENTER OF CLEVELAND	445244	Bradley	THCA	Life Care Centers of America	Medicare/ Medicaid	48,775	142	Jeremy Gravell, LNHA 423-476-3254	jeremy_gravell@lcca.com
LIFE CARE CENTER OF COLLEGEDALE	445294	Hamilton	THCA	Life Care Centers of America	Medicare/ Medicaid	55,398	124	Ben Stiefel 423-396-2182	ben_stiefel@lcca.com
LIFE CARE CENTER OF COLUMBIA	445236	Maury	THCA	Life Care Centers of America	Medicare/ Medicaid	57,494	123	Lisa White 931-388-5035	lisa_white@lcca.com

LIFE CARE CENTER OF COPPER BASIN	445310	Polk	THCA	Life Care Centers of America	Medicare/ Medicaid	28,046	135	Aaron Spinks 423.496.3245	aaron_spinks@lcca.com
LIFE CARE CENTER OF CROSSVILLE	445167	Cumberland	THCA	Life Care Centers of America	Medicare/ Medicaid	31,060	122	Cathy Howe – 931-484-4782	cathy.howe@lcca.com
LIFE CARE CENTER OF ELIZABETHTON	445302	Carter	THCA	Life Care Centers of America	Medicare/ Medicaid	31,240	158	Angelia Bradnan, Administrator 423-542-4133	angelia_bradnan@lcca.com
LIFE CARE CENTER OF GRAY	445479	Washington	THCA	Life Care Centers of America	Medicare/ Medicaid	41,000	133	Ashley Lee- 423-477-7146	Ashley_Lee@lcca.com
LIFE CARE CENTER OF GREENEVILLE	445228	Greene	THCA	Life Care Centers of America	Medicare/ Medicaid	45,226	161	Misty Key 423-639-8131	misty_key@lcca.com
LIFE CARE CENTER OF HICKORY WOODS	445507	Davidson		Life Care Centers of America	Medicare/ Medicaid	-	124	Ashley Borja 615-501-3500	
LIFE CARE CENTER OF HIXSON	445380	Hamilton	THCA	Life Care Centers of America	Medicare/ Medicaid	75,000	108	Doyle Love 423.842.0049	doyle_love@lcca.com
LIFE CARE CENTER OF JEFFERSON CITY	445275	Jefferson	THCA	Life Care Centers of America	Medicare/ Medicaid	37,866	121	Jennifer Henderson (865) 475-6097	Jennifer_Henderson2@lcca.com
LIFE CARE CENTER OF MORGAN COUNTY	445239	Morgan	THCA	Life Care Centers of America	Medicare/ Medicaid	60,000	124	Billy Scott Hunt 423-346-6691	Scott_Hunt@LCCA.com
LIFE CARE CENTER OF MORRISTOWN	445314	Hamblen	THCA	Life Care Centers of America	Medicare/ Medicaid	43,483	161	Abigail Holliday, Executive Director 423-581-5435	abigail_holliday@lcca.com
LIFE CARE CENTER OF OLD HICKORY VILLAGE	445509	Davidson		Life Care Centers of America	Medicare/ Medicaid	-	124	James Williford 615-847-1502	

LIFE CARE CENTER OF OOLTEWAH	445511	Hamilton		Life Care Centers of America	Medicare/ Medicaid	-	120	Richard Ervin 423-531-0600	
LIFE CARE CENTER OF RED BANK	445240	Hamilton	THCA	Life Care Centers of America	Medicare/ Medicaid	55,000	148	Sherry Broom 423-877-1155	Sherry_Broom@lcca.com
LIFE CARE CENTER OF RHEA COUNTY	445494	Rhea	THCA	Life Care Centers of America	Medicare/ Medicaid	94,000	89	Kate Swafford 423-847-6777	Kate_Swafford@lcca.com
LIFE CARE CENTER OF SPARTA	445421	White	THCA	Life Care Centers of America	Medicare/ Medicaid	49,559	100	Marshal Huddleston, 931-738-9430	Marshal_huddleston@lcca.com
LIFE CARE CENTER OF TULLAHOMA	445238	Coffee	THCA	Life Care Centers of America	Medicare/ Medicaid	45,796	169	Diana Schleusz, Admin 931-455-8557	
LINCOLN DONALSON CARE CENTERS	445173	Lincoln	THCA		Medicare/ Medicaid	107,327	240	Carolyn Atchley 931-433-6146	carolyn.atchley@lchealthsystem.com
LYNCHBURG NURSING CENTER	445279	Moore		Life Care Centers of America	Medicare/ Medicaid	14,200	88	Kathleen M. Graves 931-268-0291	leneighc@yahoo.com
MABRY HEALTH CARE	445272	Jackson			Medicare/ Medicaid	60,000	85	Courtney King 615-865-8520	cgillis@signaturehealthcarellc.com
MADISON HEALTHCARE AND REHABILITATION CENTER	445075	Davidson			Medicare/ Medicaid	29,400	102	Andrea Bagwell 931-723-8744	mcadmin@vanguardhc.com
MANCHESTER HEALTH CARE CENTER	445391	Coffee			Medicare/ Medicaid	36,162	120	Rebecca Gay Lane, NHA (931) 232-6902	23ADMN@DVCR.com
MAPLEWOOD HEALTH CARE CENTER	445412	Madison	THCA	Grace Healthcare	Medicare/ Medicaid	47,256	160	Robert Herring, Administrator 731-668-1900	jamadmi@gracehc.com

MAYFIELD REHABILITATION CENTER	445160	Rutherford	THCA	Diversicare Healthcare	Medicare/ Medicaid	36,052	125	Kerry B. Dickerson 615-355-0350	45ADMN@DVCR.com
MCKENDREE VILLAGE INC	445491	Davidson	THCA		Medicare/ Medicaid	150,000	150	Barbara Morrison 615-871-8848	barbara.morrison@mckendree.com
MCKENZIE HEALTH CARE CENTER	445429	Carroll	THCA	THM Inc.	Medicare/ Medicaid	38,441	99	Julie Roberts (731)352-3908	admmkz@thmgt.com
MCMINN MEMORIAL NURSING HOME & REHAB CENTER	445277	McMinn			Medicare/ Medicaid	27,039	88	Alise Ionashku 423-263-3649	alise.ionashku@LPNT.net
MCNAIRY COUNTY HEALTH CARE CENTER	445452	McNairy	THCA	THM Inc.	Medicare/ Medicaid	38,250	126	Wayne Stevens 731-645-3201	admmnc@thmgt.com
MEADOWBROOK NURSING CENTER	445443	Giles	THCA	THM Inc.	Medicare/ Medicaid	25,000	83	G. Wayne Schumann, NHA (931) 363-7548	admmbh@thmgt.com
MEMPHIS JEWISH HOME	445293	Shelby	THCA		Medicare/ Medicaid	66,919	160	Bobby G. Meadows III, Executive Director (901) 756-3223	bmeadows@memphisjewishhome.org
MIDSOUTH HEALTH AND REHABILITATION CENTER	445436	Shelby	THCA		Medicare/ Medicaid	43,910	155	Janet Rodriquez 901-358-1707 x 2106	midsouthceo@healthservices.cc
MILAN HEALTH CARE CENTER	445349	Gibson	THCA, Eden	Cornerstone Health Care	Medicare/ Medicaid	20,889	66	John Simonton 731-686-8364	jsimonton@cornerstonehcs.com
MILLINGTON HEALTHCARE CENTER	445425	Shelby	THCA		Medicare/ Medicaid	33,500	85	R. Ryan Hargrove	rhargrove@millingtonhc.com
MISSION CONVALESCENT HOME	445447	Madison	THCA		Medicare/ Medicaid	-	57	Duane Cherry 731 424-2951	duane.cherry@missionch.net

MOUNTAIN CITY CARE & REHABILITATION CENTER	445214	Johnson		Signature HealthCARE	Medicare/ Medicaid	27,579	120	Diana Branch 423-727-7800	cgillis@signaturehealthcarellc.com
MT JULIET HEALTH CARE CENTER	445439	Wilson	THCA	THM Inc.	Medicare/ Medicaid	27,000	106	Sean Dozier 615-758-4100	admmjh@thmgt.com
MT PLEASANT HEALTHCARE AND REHABILITATION	445374	Maury			Medicare/ Medicaid	-	72	Cassandra Callahan 931-379-5502	mpadmin@nbcare.net
NASHVILLE COMMUNITY CARE & REHABILITATION AT BORDE	445033	Davidson		Signature HealthCARE	Medicare/ Medicaid	360,000	419	Steve Maddox (interim) 615-712-2600	cgillis@signaturehealthcarellc.com
NEWPORT HEALTH AND REHABILITATION CENTER	445504	Cocke	THCA	SavaSenior Care	Medicare/ Medicaid	-	150	Scott Oliver	BSOliver@SavaSC.com
NHC HEALTHCARE, ATHENS	445099	McMinn		National Healthcare Corp.	Medicare/ Medicaid	-	88	Hunter Harris Administrator 423-745-0434	hharris@nhcathens.com
NHC HEALTHCARE, CHATTANOOGA	445013	Hamilton		National Healthcare Corp.	Medicare/ Medicaid	66,137	200	Jay Nason	jnason@nhcchattanooga.com
NHC HEALTHCARE, COLUMBIA	445109	Maury		National Healthcare Corp.	Medicare/ Medicaid	37,452	106	C. Scott Bidwell 931-381-3112	sbidwell@nhccolumbia.com
NHC HEALTHCARE, COOKEVILLE	445110	Putnam		National Healthcare Corp.	Medicare/ Medicaid	75,000	94	Jeremy Stoner 931-646-7201	jstoner@nhccookeville.com
NHC HEALTHCARE, DICKSON	445004	Dickson		National Healthcare Corp.	Medicare/ Medicaid	113,925	191	Steven Yokley, 615-446-8046	syokley@nhcdickson.com
NHC HEALTHCARE, FRANKLIN	445127	Williamson		National Healthcare Corp.	Medicare/ Medicaid	29,500	80	Brandon Newman 615-790-0154	bnewman@nhcfranklin.com

NHC HEALTHCARE, FT SANDERS	445107	Knox		National Healthcare Corp.	Medicare/ Medicaid	64,000	166	Douglas S. Ford, NHA 1-865-525-4131	dford@nhcfortsanders.com
NHC HEALTHCARE, HENDERSON-VILLE	445191	Sumner		National Healthcare Corp.	Medicare/ Medicaid	150,000	122	Chris Heeren 615-824-0720	cheeren@nhchendersonville.com
NHC HEALTHCARE, HILLVIEW	445030	Maury		National Healthcare Corp.	Medicare/ Medicaid	45,000	92	Edward Moore 931-388-7182	emoore@nhchillview.com
NHC HEALTHCARE, JOHNSON CITY	445024	Washington		National Healthcare Corp.	Medicare/ Medicaid	-	160	Preston Adams 423-282-3311	padams@nhcjohnsoncity.com
NHC HEALTHCARE, KINGSPORT	445517	Sullivan		National Healthcare Corp.	Medicare/ Medicaid	-	52	Mike Troglen 423-246-8934	admin@brookhavenmanor.net
NHC HEALTHCARE, KNOXVILLE	445098	Knox		National Healthcare Corp.	Medicare/ Medicaid	40,000	129	Thom B Shuford 865-524-7366	bshuford@nhcknoxville.com
NHC HEALTHCARE, LAWRENCEBURG	445180	Lawrence		National Healthcare Corp.	Medicare/ Medicaid	38,580	96	Darrin McKamey 931-762-6548	dmckamey@nhclawrenceburg.com
NHC HEALTHCARE, LEWISBURG	445094	Marshall		National Healthcare Corp.	Medicare/ Medicaid	37,427	100	Derrick D. Scott 931-359-4506	dscott@nhclewisburg.com
NHC HEALTHCARE, MCMINNVILLE	445076	Warren		National Healthcare Corp.	Medicare/ Medicaid	-	125	Tim Wrather (931)473-8431	twrather@nhcmcminnville.com
NHC HEALTHCARE, MILAN	445069	Gibson		National Healthcare Corp.	Medicare/ Medicaid	-	117	CHRISTAL FOX 731-686-8373	cfox@nhcmilan.com
NHC HEALTHCARE, MURFREESBORO	445108	Rutherford		National Healthcare Corp.	Medicare/ Medicaid	83,090	181	Lynn Foster 615-893-2602	lfoster@nhcmurfreesboro.com

NHC HEALTHCARE, OAK RIDGE	445128	Anderson		National Healthcare Corp.	Medicare/ Medicaid	47,640	120	Jeff Tambornini 865-482-7698	jtambornini@nhcoakridge.com
NHC HEALTHCARE, OAKWOOD	445002	Marshall		National Healthcare Corp.	Medicare/ Medicaid	21,000	60	Zach Hilbers, 931-359-3563	zhilbers@nhcoakwood.com
NHC HEALTHCARE, PULASKI	445101	Giles		National Healthcare Corp.	Medicare/ Medicaid	52,090	102	Brian Rector (931)363-3572	brector@nhcpulaski.com
NHC HEALTHCARE, SEQUATCHIE	445126	Sequatchie		National Healthcare Corp.	Medicare/ Medicaid	49,725	110	Tony Raffa, 423.949.4651	traffa@nhcsequatchie.com
NHC HEALTHCARE, SMITHVILLE	445116	Dekalb		National Healthcare Corp.	Medicare/ Medicaid	56,295	114	M. Clint Hall 615-597-4284	chall@nhcsmithville.com
NHC HEALTHCARE, SOMERVILLE	445119	Fayette		National Healthcare Corp.	Medicare/ Medicaid	29,060	72	Patrick McHale 901-465-9861	pmchale@nhcsomerville.com
NHC HEALTHCARE, SPARTA	445130	White		National Healthcare Corp.	Medicare/ Medicaid	59,514	105	Traci O'Kelley 931-836-2211	tokelley@nhcsparta.com
NHC HEALTHCARE, SPRINGFIELD	445088	Robertson		National Healthcare Corp.	Medicare/ Medicaid	35,305	107	Joe Garst	jgarst@nhcspr.com
NHC HEALTHCARE, TULLAHOMA	445515	Coffee		National Healthcare Corp.	Medicare/ Medicaid	60,700	90	Elizabeth Jaine Colley 931-222-4207, Ext. 2982	jcolley@nhctullahoma.com
NORRIS HEALTH AND REHABILITATION CENTER	445303	Anderson	THCA	SavaSenior Care	Medicare/ Medicaid	24,240	103	Jeffrey W. Scott – Administrator 865-494-0986	jscott@savasc.com
NORTHBROOKE HEALTH CARE CENTER	445401	Madison	THCA	THM Inc.	Medicare/ Medicaid	46,941	120	Richard McCormick 731-664-5050	admnbh@thmgt.com

NORTHSIDE HEALTH CARE NURSING AND REHABILITATION C	445373	Rutherford	THCA	THM Inc.	Medicare/ Medicaid	25,680	68	Chris Spence, (615)849-8748	admnsh@thmgt.com
OAK MANOR HEALTH CARE CENTER	445357	Carroll	THCA, Eden	Cornerstone Health Care	Medicare/ Medicaid	16,759	66	Cynthia H. Milenski 731/352-5317	cmilenski@cornerstonehcs.com
OAKWOOD COMMUNITY LIVING CENTER	445335	Dyer		Tennessee Valley Healthcare	Medicare/ Medicaid	17,802	50	Jill Burkett 731-285-6400	dy_admin@cesltc.com
OBION COUNTY NURSING HOME	445508	Obion	THCA		Medicare/ Medicaid	19,955	56	THOMAS REDDICK	OCNH@LIVE.COM
ONEIDA NURSING AND REHAB CENTER	445254	Scott	THCA	Grace Healthcare	Medicare/ Medicaid	17,807	56	Angie Chitwood (423) 569-8382	onadmi@gracehc.com
OVERTON COUNTY NURSING HOME	445419	Overton	THCA		Medicare/ Medicaid	63,665	160	Jennifer Bouldin 9318236403	Jbouldinocnh@twlakes.net
PALMYRA HEALTH CARE CENTER	445184	Montgomery	THCA; Eden	Cornerstone Health Care	Medicare/ Medicaid	22,160	55	Robert L Collins 931-326-5252	rcollins@cornerstonehcs.com
PARIS HEALTH CARE NURSING & REHABILITATION CTR	445462	Henry	THCA	THM Inc.	Medicare/ Medicaid	59,913	127	Shawn Wall (731) 642-2535	admpar@thmgt.com
PARK REST HARDIN COUNTY HEALTH CENTER	44E446	Hardin	THCA		Medicaid Only	-	62	Joe Brown 731-925-1181	joe.brown@hardincounty.biz
PARKWAY HEALTH AND REHABILITATION CENTER	445387	Shelby	THCA		Medicare/ Medicaid	37,733	120	Natalie Berkley (901) 942-7456	nberkley@parkwayhc.com
PAVILION, THE CPC	445500	Wilson	THCA		Medicare/ Medicaid	30,948	60	Joey Njezic – (615) 444-4343	Joey.Njezic@thepavilionrehab.com

PERRY COUNTY NURSING HOME	445503	Perry			Medicare/ Medicaid	49,464	114	Brent Hinson 931-589-2134	behinson@tds.net
PICKETT CARE AND REHABILITATION CENTER	445390	Pickett		Signature HealthCARE	Medicare/ Medicaid	23,938	69	Jeff Amonett 931-864-3162	cgillis@signaturehealthcarellc.com
PIGEON FORGE CARE & REHAB CENTER	445382	Sevier		Signature HealthCARE	Medicare/ Medicaid	36,072	120	Keith Boyce 865-428-5454	cgillis@signaturehealthcarellc.com
PINE MEADOWS HEALTH CARE AND REHABILITATION CENTER	445232	Hardeman	THCA		Medicare/ Medicaid	37,709	134	Glenda McCartney 731-658-4707	gmccartney@pinemeadowshc.com
PINE RIDGE CARE & REHABILITATION CENTER	445217	Carter		Signature HealthCARE	Medicare/ Medicaid	26,659	94	Debbie Street 423-543-3202	cgillis@signaturehealthcarellc.com
PLEASANT VIEW HEALTH CARE CENTER	445352	Hardeman	Eden	Cornerstone Health Care	Medicare/ Medicaid	28,411	67	Jan Hays 731-658-5287	jhays@cornerstonehcs.com
POPLAR POINT HEALTH & REHABILITATION	445150	Shelby			Medicare/ Medicaid	-	169	Betty Edwards 9017265600 ext. 3001	ppadmin@vanguardhc.com
QUALITY CARE CTR OF MEMPHIS	445493	Shelby	THCA		Medicare/ Medicaid	10,500	48	FELICIA SPEAKS 9012783840	admqccm@yahoo.com
QUALITY CARE HEALTH CENTER	445154	Wilson	THCA		Medicare/ Medicaid	94,425	280	Samantha Mullins 615-444-1836	samanthakmullins@yahoo.com
QUINCE NURSING AND REHABILITATION CENTER	445197	Shelby	THCA		Medicare/ Medicaid	-	188	Bo Maynard 901-755-3860	tn41ed@tarahc.com
RAINBOW HEALTH & REHAB OF MEMPHIS, LLC	445283	Shelby	THCA	Covenant Dove	Medicare/ Medicaid	45,509	115	Donni Dubert, 901-937-6302	ddubert@covenantdove.com

RAINTREE MANOR	445216	Warren	THCA	Grace Healthcare	Medicare/ Medicaid	34,057	140	L. Kyle Chamberlain (931) 668-2011	rtadmi@gracehc.com
REELFOOT MANOR HEALTH AND REHAB	445285	Lake	THCA	Mission Health	Medicare/ Medicaid	-	116	Robert M. Kraft 731-253-6681	admin@rf-hc.com
RENAISSANCE CENTER	445223	Roane	THCA; LeadingAge	Genesis HealthCare	Medicare/ Medicaid	-	130	Roger A. Parker 865-354-3941	roger.parker@genesishcc.com
RIDGETOP HAVEN HEALTH CARE CENTER	445486	Robertson	THCA; Eden	Cornerstone Health Care	Medicare/ Medicaid	14,743	38	Janet Pulley 615-859-5895	jpulley@cornerstonehcs.com
RIDGEVIEW TERRACE OF LIFE CARE	445300	Grainger	THCA	Life Care Centers of America	Medicare/ Medicaid	27,247	132	Karen Bourgeois 865-828-5295	karen_bourgeois@lcca.com
RIPLEY HEALTHCARE AND REHAB CENTER	445492	Lauderdale	THCA		Medicare/ Medicaid	50,274	144	Shirley williams, Adm. 731-635-5180	swilliams@ripleyhc.com
ROAN HIGHLANDS NURSING CENTER	445396	Carter	THCA		Medicare/ Medicaid	30,992	80	Chuck Arnold (423)772- 0161	administrator@roanhighlandsnursingcenter.com
ROGERSVILLE CARE & REHABILITATION CENTER	445359	Hawkins		Signature HealthCARE	Medicare/ Medicaid	41,676	150	Carol Lawson 423-272-3099	cgillis@signaturehealthcarellc.com
SAVANNAH HEALTH CARE AND REHABILITATION CENTER, IN	445444	Hardin	THCA	THM Inc.	Medicare/ Medicaid	38,883	120	Lisa Hogan (731) 926-4200	admshc@thmgt.com
SENATOR BEN ATCHLEY STATE VETERANS' HOME	445484	Knox	THCA		Medicare/ Medicaid	73,065	140	DOUG OTTINGER 865-862-8170	dottinger@tsvh.org
SERENE MANOR MEDICAL CTR.	4.4E+252	Knox	THCA		Medicaid Only	37,745	79	Rita W. Griffin, Administrator	rgriffin@serenemanor.com

SEVIERVILLE HEALTH AND REHABILITATION CENTER	445132	Sevier			Medicare/ Medicaid	54,750	149	Melissa Hansen, Administrator (865) 453-4747	bca@seviercountyhealthcarecenter.com
SHANNONDALE HEALTH CARE CENTER	445105	Knox	THCA		Medicare/ Medicaid	113,898	200	Todd Taylor, Vice President/ Administrator 865-690-3411	ttaylor@shannondaletn.com
SIGNATURE HEALTHCARE OF MADISON (Larkin Springs)	445225	Davidson		Signature HealthCARE	Medicare/ Medicaid	-	102	Sean Dozier 615-758-4100	admin.madison@signaturehealthcarellc.com
SIGNATURE HEALTHCARE AT SAINT FRANCIS	445149	Shelby		Signature HealthCARE	Medicare/ Medicaid	85,000	197	Michael Stacks 901-765-3081	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE AT ST PETER VILLA	445139	Shelby		Signature HealthCARE	Medicare/ Medicaid	45,083	180	Bette (Corky) Rodman 901-276-2021	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE OF CLARKSVILLE	445448	Montgomery		Signature HealthCARE	Medicare/ Medicaid	44,492	120	Randy Ashby 931-358-2900	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE OF CLEVELAND	445369	Bradley		Signature HealthCARE	Medicare/ Medicaid	33,378	100	Tiffany Sawyer 423-476-4444	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE OF COLUMBIA	445465	Maury		Signature HealthCARE	Medicare/ Medicaid	42,227	181	Kim Szymanski 931-388-6443	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE OF ERIN	445377	Houston		Signature HealthCARE	Medicare/ Medicaid	65,578	164	Barry Cotton 931-289-4141	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE OF FENTRESS COUNTY	445362	Fentress		Signature HealthCARE	Medicare/ Medicaid	46,753	140	Darian Goodman 931-879-5859	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE OF GREENEVILLE	445351	Greene		Signature HealthCARE	Medicare/ Medicaid	45,775	154	Norman Haley (interim) 423-639-0213	cgillis@signaturehealthcarellc.com

SIGNATURE HEALTHCARE OF MEMPHIS	445241	Shelby		Signature HealthCARE	Medicare/ Medicaid	42,070	140	Cora Eshmon 901-382-1700	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE OF NASHVILLE REHAB & WELLNESS	445512	Davidson		Signature HealthCARE	Medicare/ Medicaid	69,336	119	Larry Reed 303-518-6072	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE OF PRIMACY	445140	Shelby		Signature HealthCARE	Medicare/ Medicaid		120	Jo Lewton 901-767-1040	cgillis@signaturehealthcarellc.com
SIGNATURE HEALTHCARE OF PUTNAM COUNTY	445136	Putnam		Signature HealthCARE	Medicare/ Medicaid	56,762	175	Scott Goins 931-537-6524	cgillis@signaturehealthcarellc.com
SODDY-DAISY HEALTH CARE CENTER	445408	Hamilton	THCA	Grace Healthcare	Medicare/ Medicaid	44,208	120	Wallace W. Stutts, 423-332-0060	sdadmi@gracehc.com
SOUTHERN TENN MEDICAL CENTER SNF	445222	Franklin			Medicare/ Medicaid	9,500	46	Jane M. Edwards, NHA 931-967-8279	Jane.Edwards@LPNT.Net
SPRING CITY CARE AND REHABILITATION CENTER	445209	Rhea		Signature HealthCARE	Medicare/ Medicaid	-	138	Cowan Gilmer 423-365-4355	cgillis@signaturehealthcarellc.com
SPRING GATE REHAB & HEALTHCARE CENTER	445220	Shelby	THCA		Medicare/ Medicaid	66,919	233	Louis Milite 901-377-1011	l.milite@springgatehc.com
SPRING MEADOWS HEALTH CARE CENTER	445402	Montgomery	THCA		Medicare/ Medicaid	41,648	121	Andrea Batson Administrator 931-552-0181	Andrea@springmeadowshealthcare.com
ST BARNABAS NURSING HOME (SISKIN)	445008	Hamilton	THCA; LeadingAge		Medicare/ Medicaid	24,197	108	Cynthia Wheeler (423) 847-4104	cwheeler@siskinrehab.org
STANDING STONE CARE AND REHAB	445363	Putnam		Signature HealthCARE	Medicare/ Medicaid	36,943	115	Cynthia Wilson 931-839-2244	cgillis@signaturehealthcarellc.com

SUMMIT VIEW OF FARRAGUT, LLC	445258	Knox	THCA		Medicare/ Medicaid	28,293	113	Becky Strawn, 865-966-0600	becky.strawn@summitviewhm.com
SUMMIT VIEW OF ROCKY TOP, LLC (LAKE CITY)	445259	Anderson	THCA		Medicare/ Medicaid	34,612	117	Richard Lawrence	richard.lawrence@summitviewhm.com
SWEETWATER NURSING CENTER	445456		THCA		Medicare/ Medicaid	30,991	90	Aaron Christopher Spinks (423) 337-6631	administrator@sweetwaternursingcenter.com
TENNESSEE STATE VETERANS HOME	445366	Gibson	THCA		Medicare/ Medicaid	74,870	140	GREG TURNBO 731-824-5824	gturnbo@tsvh.org
TENNESSEE VETERANS HOME	445270	Rutherford	THCA		Medicare/ Medicaid	67,000	140	TYLER MASDEN 615-895-8850	tmasden@tsvh.org
TENNOVA LAFOLLETTE HEALTH AND REHAB CENTER	445115	Campbell	THCA		Medicare/ Medicaid	44,322	98	423-907-1439	sara.lloyd@tennova.com
TENNOVA NEWPORT CONVALESCENT CENTER	4.4E+133	Cocke	THCA		Medicaid Only	19,716	56	Sharon E. Black 423-613-1326	Sharon.Black@Tennova.com
THE BRIDGE AT HIGHLAND	445306	Sumner		Signature HealthCARE	Medicare/ Medicaid	50,000	112	Karl Eck 615-325-9263	cgillis@signaturehealthcarellc.com
THE BRIDGE AT RIDGELY	445327	Lake			Medicare/ Medicaid	32,152	100	Lisa Garner 731-264-5555	cgillis@signaturehealthcarellc.com
THE KINGS DAUGHTERS AND SONS	445221	Shelby	THCA		Medicare/ Medicaid	62,852	108	Nicole Barbier Wiles, 901-272-7405	nwiles@kdshome.com
THE PALACE HEALTH CARE AND REHABILITATION CENTER	445329	Macon	THCA	Consulate Health Care	Medicare/ Medicaid	24,222	119	Rebecca Tandy, 615-699-2238	Rebecca.L.Tandy@Consulatehc.com

TRENTON CENTER	445308	Gibson	THCA		Medicare/ Medicaid	-	62	Janie McBride 731-855-4500	janie.mcbride@genesishcc.com
TREVECCA HEALTH CARE CENTER	445112	Davidson			Medicare/ Medicaid	82,684	240	Emily Whitcomb, NHA 615-244-6900	ewhitcomb@avalonhc.com
TRI STATE HEALTH AND REHABILITATION CENTER	445263	Claiborne	THCA		Medicare/ Medicaid	-	116	Douglas Clanton, Administrator 600 Shawanee Rd Harrogate, TN 37752 423-869-5376	nha@tristatehealth.org
UNICOI CO NURSING HOME	445077	Unicoi	THCA		Medicare/ Medicaid	36,301	46	Mark de Fluiter (423) 743-2811	defluiterma@msha.com
UNION CITY NURSING AND REHABILITATION CENTER INC	445381	Obion	THCA	THM Inc.	Medicare/ Medicaid	42,349	115	David Keeling 731-885-8095	admucm@thmgt.com
VANAYER HEALTHCARE AND REHAB CENTER, INC	445423	Weakley	THCA	THM Inc.	Medicare/ Medicaid	31,845	91	P Elayne Poston 731-587-3193	admvam@thmgt.com
VANCO MANOR NURSING AND REHABILITATION CENTER, INC	445460	Davidson	THCA	THM Inc.	Medicare/ Medicaid	36,469	90	Torrey Sheppard	admvcm@thmgt.com
WAVERLY HEALTH CARE & REHABILITATION CENTER	445251	Humphreys	THCA	THM Inc.	Medicare/ Medicaid	30,114	100	Jonathon Clayton, Administrator 931-296-7552	admwav@thmgt.com
WAYNESBORO HEALTH & REHABILITATION CENTER	445518	Wayne	THCA		Medicare/ Medicaid	28,500	109	Pamela Reed (931) 722-3641	waynesboro.ceo@healthservices.cc
WEAKLEY COUNTY NURSING HOME	445437	Weakley	THCA; Eden		Medicare/ Medicaid	42,202	136	David McBride 731-364-3158	dmcbride_wcnh@yahoo.com
WEST HILLS HEALTH AND REHAB	445501	Knox	THCA	Grace Healthcare	Medicare/ Medicaid	73,380	194	Shelley Morgan, Administrator 865-588-7661	knwadmi@gracehc.com

WEST MEADE PLACE	445203	Davidson	THCA		Medicare/ Medicaid	61,152	120	James Wright 615-352-3430	jwright@westmeadeplace.com
WESTMORELAND CARE & REHAB CTR	445342	Sumner	THCA	Signature HealthCARE	Medicare/ Medicaid	31,732	100	Connor McChurch 615-644-5111	cgillis@signaturehealthcarellc.com
WESTMORELAND HEALTH AND REHABILITATION CENTER	445114	Knox	THCA	Signature HealthCARE	Medicare/ Medicaid	56,600	222	Christopher Gustin 865-584-3902	cgustin@brakebillnursinghomes.com
WESTWOOD HEALTH CARE AND REHABILITATION CENTER	445449	Decatur	THCA	THM Inc.	Medicare/ Medicaid	25,510	90	Melinda Wade 731-852-3591	admwhc@thmgt.com
WEXFORD HOUSE, THE	445207	Sullivan	THCA		Medicare/ Medicaid	61,657	174	Lee Elliott 423-723-1244	lee.elliott@wellmont.org
WHARTON NURSING HOME	445510	Cumberland	LeadingAge		Medicare/ Medicaid	40,872	62	Richard Woodard 931.277.1190	rwoodard@uplandsvillage.com
WHITE HOUSE HEALTH CARE INC	445513	Robertson	THCA		Medicare/ Medicaid	46,398	84	Sandi Sparkman Administrator 615-672-3636	sandis@whitehouse-healthcare.com
WHITEHAVEN COMMUNITY LIVING	445233	Shelby	THCA		Medicare/ Medicaid	22,500	88	HOLLY HOPKINS 901-396-8470	wh_admin@cesltc.com
WILLOW RIDGE CENTER	445284	Union		Genesis HealthCare	Medicare/ Medicaid	20,622	77	Rebecca Mills 865-992-5816	rebecca.mills@genesishcc.com
WILLOWS AT WINCHESTER CARE & REHABILITATION CENTER	445319	Franklin			Medicare/ Medicaid	19,178	80	Gary Cochran 931-967-0200	willows.ceo@healthservices.cc
WOOD PRESBYTERIAN HOME	445322	Monroe	THCA		Medicare/ Medicaid	31,543	89	Sheila Stephens 423-351-1022	sstephens@woodvillage.us

WOODBURY HEALTH CENTER	445435	Cannon	THCA	Grace Healthcare	Medicare/ Medicaid	40,179	102	Brent Fair 615-563-5939	wbadmi@gracehc.com
WYNDRIDGE HEALTH AND REHAB CTR	445304	Cumberland			Medicare/ Medicaid	-	157	Michael Denney 931-484-6129	mikedwyndhs@citlink.net

CENTRAL PROCUREMENT
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