

CONTRACT #4
RFS # 343.49-65214
Edison # 40563

Department of Health
Communicable and
Environmental Disease
Preparedness

VENDOR:
Nashville CARES, Inc.



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

JOHN J. DREYZEHNER, MD, MPH
COMMISSIONER

BILL HASLAM
GOVERNOR

January 21, 2015

Senator Bill Ketron, Chairperson
Attn: Leni Chick
Fiscal Review Committee
320 Sixth Avenue North, 8th Floor
Nashville, TN 37243

and

Mike Perry, Chief Procurement Office
Department of General Services
Tennessee Tower, Third Floor
Nashville, TN 37243

Dear Senator Ketron and CPO Perry:

This request is for approval to execute a contract amendment with Nashville CARES, Inc. (RFS# 34349-65214) to implement and coordinate activities related to the Ryan White Part B Insurance Assistance Program.

Nashville Cares, Inc. has been supporting the implementation and coordination activities of the Ryan White Part B Insurance Assistance Program since 2010 for the Tennessee Department of Health (TDH). Nashville Cares, Inc. currently provides these services to 2,932 Ryan White eligible clients, in all 95 counties of Tennessee, who meet the same criteria used by Medical Case Managers to qualify a patient for the Medical Services Program and the HIV Drug Assistance Program.

This contract amendment will be for continuity of services with Nashville Cares, Inc. that expires on March 31, 2015, while the RFP process is completed and will allow for a smooth transition with the next contractor. With this contract amendment, Nashville Cares, Inc. will continue to implement and coordinate activities of the Insurance Assistance Program through July 31, 2015.

We appreciate your consideration for approval to proceed with this non-competitive contract amendment request. Thank you for considering for this request.

Sincerely,

John J. Dreyzehner, MD, MPH, FACOEM
Commissioner

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Terrie Nelson	*Contact Phone:	615-532-2206
*Presenter's Name(s):	Eugene Neubert, Dr. Shanell McGoy, Tonya King		
Edison Contract Number: <i>(if applicable)</i>	40563	Edison RFS Number: <i>(if applicable)</i>	3439-65214
*Original or Proposed Contract Begin Date:	April 1, 2014	*Current or Proposed End Date:	July 31, 2015
Current Request Amendment Number: <i>(if applicable)</i>	FA144056301		
Proposed Amendment Effective Date: <i>(if applicable)</i>	April 1, 2015		
*Department Submitting:	Health		
*Division:	CEDEP		
*Date Submitted:	January 16, 2015		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>	N/A		
*Contract Vendor Name:	Nashville CARES, Inc.		
*Current Maximum Liability:	\$28,957,800		
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:14	FY:15	FY:	FY:
\$7,239,450	\$21,718,350	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>			
FY:14	FY:15	FY:	FY:
\$2,456,991.40	\$6,032,845.88	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	The projected program number of enrollees was not met.		
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 was acquired to pay the overage:	N/A		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$2,500,000	Federal:	\$26,457,800
Interdepartmental:	N/A	Other:	N/A
If “other” please define:		N/A	
If “interdepartmental” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A			
Method of Original Award: <i>(if applicable)</i>		Non Competitive	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		N/A	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		N/A	

FY14
FY15

Unit	Fiscal Year	From P	To Perio	Voucher Line	Distribu	Invoice #	PO No	Vendor I	Vendor P	Address	Address	City	St
34301	2014	1	993	573570	1	FA14405	98569	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2014	1	993	582024	1	FA14405	98569	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2014	1	993	573926	1	FA14405	98569	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	600923	1	FA14405	98569	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2014	1	993	573575	1	FA14405	98569	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	591823	1	FA14405	98569	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	594368	1	FA14405	101107	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2014	1	993	591239	1	FA14405	101107	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	600924	1	FA14405	101107	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	619507	1	FA14405	105302	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	632743	1	FA14405	105302	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	609361	1	FA14405	105302	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	631650	1	FA14405	105302	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	649289	1	FA14405	105302	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	614867	1	FA14405	105302	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	644935	1	FA14405	105302	95113	Nashville	Attn: Rol633	Thor	Nashville	TN
34301	2015	1	993	628525	1	FA14405	105302	95113	Nashville	Attn: Rol633	Thor	Nashville	TN

Pymnt Date	Pymnt M/EFT/ACH	Pymnt LC	Pay Stat	Redeem	Redeem	Handling	GL Unit	Account Fund	Dept	Location Bonds
5/6/2014	Electronic PPD	1048049	Paid	Reconcile	5/6/2014	RG	34301	708040011000	34349011	19000
5/30/2014	Electronic PPD	1083763	Paid	Reconcile	5/30/2014	RG	34301	708040011000	34349011	19000
5/12/2014	Electronic PPD	1055548	Paid	Reconcile	5/12/2014	RG	34301	708040011000	34349011	19000
8/13/2014	Electronic PPD	1191308	Paid	Reconcile	8/13/2014	RG	34301	708990011000	34349011	19000
5/6/2014	Electronic PPD	1048049	Paid	Reconcile	5/6/2014	RG	34301	708040011000	34349011	19000
7/3/2014	Electronic PPD	1138638	Paid	Reconcile	7/3/2014	RG	34301	708990011000	34349011	19000
7/9/2014	Electronic PPD	1145334	Paid	Reconcile	7/9/2014	RG	34301	708990011000	34349011	19000
6/27/2014	Electronic PPD	1128586	Paid	Reconcile	6/27/2014	RG	34301	708990011000	34349011	19000
8/13/2014	Electronic PPD	1191308	Paid	Reconcile	8/13/2014	RG	34301	708990011000	34349011	19000
10/3/2014	Electronic PPD	1265232	Paid	Reconcile	10/3/2014	RG	34301	708990011000	34349011	19000
11/12/2014	Electronic PPD	1319813	Paid	Reconcile	11/12/2014	RG	34301	708990011000	34349011	19000
9/4/2014	Electronic PPD	1222537	Paid	Reconcile	9/4/2014	RG	34301	708990011000	34349011	19000
11/12/2014	Electronic PPD	1319813	Paid	Reconcile	11/12/2014	RG	34301	708990011000	34349011	19000
1/12/2015	Electronic PPD	1401082	Paid	Unreconciled		RG	34301	708990011000	34349011	19000
9/18/2014	Electronic PPD	1245907	Paid	Reconcile	9/18/2014	RG	34301	708990011000	34349011	19000
12/23/2014	Electronic PPD	1382392	Paid	Reconcile	12/23/2014	RG	34301	708990011000	34349011	19000
10/29/2014	Electronic PPD	1301044	Paid	Reconcile	10/29/2014	RG	34301	708990011000	34349011	19000

Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprsr@tn.gov

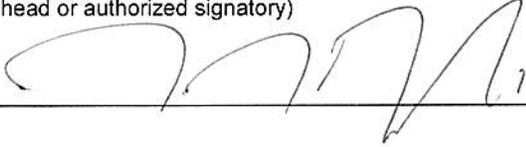
APPROVED

 CHIEF PROCUREMENT OFFICER
 (Required for all Rule Exception Requests)

APPROVED

 COMPTROLLER OF THE TREASURY
 (ONLY for applicable statutorily required approvals e.g.,
 records, annual report and audit, or monitoring provisions)

Request Tracking #	34349-652144
1. Contract #	FA1440563
2. Goods or Services Caption	HIV/AIDS Insurance Assistance Program
3. Contractor	Nashville CARES, Inc.
4. Contract Period (with ALL options to extend exercised)	16 months
5. Contract Maximum Liability (with ALL options to extend exercised)	\$ \$28,957,800
6. Rule(s) (for which the exception is requested) Please include citation and written explanation of Rule(s) to be excepted.	0690-03-01-.17(4) Tennessee Department of Health, HIV/STD/AIDS program would like approval to add the Term Extension clause to this contract to avoid interrupted services to the HIV/AIDS community as it relates to Insurance Assistance.
7. Explanation of Rule Exception Requested	B.2. <u>Term Extension</u> . The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
8. Justification	The Tennessee Department of Health Ryan White Part B funding is used to provide high quality, lifesaving medical care to eligible low income Tennesseans infected with HIV Disease. Medical care includes the provisions of outpatient/ambulatory services, pharmacy services, medical nutrition therapy, hospice services, home and community-based health services, mental health services and medical case management, including treatment adherence services and substance abuse outpatient care, oral health care, early intervention services, health insurance premium and cost sharing assistance. These services assist People Living with HIV (PLWH) in accessing treatment of HIV infection that is consistent with Health and Human Services (HHS) Treatment Guidelines. This contract provides insurance assistance to eligible low income Tennesseans infected with HIV disease who otherwise

	cannot afford health insurance. .
Agency Head Signature and Date (contracting agency head or authorized signatory)  7-21-13	

Renewal or Extension Request

Route a completed request, as one file in PDF format, via e-mail attachment to: Agsprrs.Agsprsr@tn.gov. This request should ONLY be used for renewals or extensions of contracts. ANY other change to a contract requires an Amendment Request.

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Edison Contract Number #	40563
1. Procuring State Agency Name and five-digit Business Unit #	Department of Health # 34301
2. Contractor Legal Name	Nashville CARES, Inc.
3. Edison Vendor ID Number #	95113
4. Contract Begin Date	April 1, 2014
5. Current Contract End Date	March 31, 2015
6. Proposed Contract End Date – Provide the new contract end date if this Renewal or Extension Request is granted	July 31, 2015
7. Proposed Term of Contract Including all extensions and renewals	16 months
8. Confirm that there is a valid renewal or extension option remaining in the contract and confirm that there has been no other change to the contract's term and conditions – If there is not a valid renewal or extension option remaining in the contract, submit an Amendment Request instead. (Note: a contract cannot exceed sixty (60) months without an approved Rule Exception Request and Contract Amendment.)	YES <input type="checkbox"/>
9. Confirm this renewal or extension does not require an increase to the Contract's Maximum Liability or Estimated Liability. – If additional funds are required, submit an Amendment Request instead.	YES <input checked="" type="checkbox"/>
10. Confirm that all necessary due diligence has been performed and it is in the State's best interest to renew or extend the contract. – Considering such items as contractor performance, pricing, etc.	YES <input checked="" type="checkbox"/>
Authorized Procuring State Agency Signature and Date	
 1-21-15	

Amendment Request

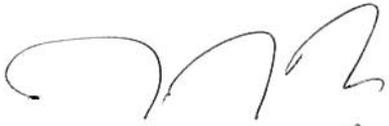
Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprsr@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Request Tracking #	34349-65214	
1. Procuring Agency	Department of Health, HIV/STD Program	
2. Contractor	Nashville CARES, Inc.	
3. Contract #	FA1440563	
4. Proposed Amendment #	1	
5. Edison ID #	40563	
6. Contract Begin Date	April 1, 2014	
7. Current Contract End Date – with ALL options to extend exercised	March 31, 2015	
8. Proposed Contract End Date – with ALL options to extend exercised	July 31, 2015	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$28,957,800	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$28,957,800	
11. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>The execution of this contract amendment will provide for uninterrupted provision of HIV care and support services among eligible Tennesseans. These activities meet the core outcome measures of the National HIV/AIDS Strategy. Also, it will allow for the transition of clients from the HIV/AIDS Drug Assistance Program (HDAP) to the Insurance Assistance Program (IAP), which increases the number of services clients have access to and will help clients avoid the financial penalties they may be subject to because of failure to comply with insurance requirements.</p>	

Request Tracking #	34349-65214
<p>15. Name & Address of the Contractor's Principal Owner(s) <i>- NOT required for a TN state education institution</i></p> <p>Nashville CARES, Inc. 633 Thompson Lane Nashville, TN 37204-3616 Phone#: 615-259-4866 FAX#: 615-259-7684</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services</p> <p>Nashville CARES, Inc. has been, and is now, the current contractor for the Insurance Assistance Program since the contract has been in effect.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>We are now in the process of completing a RFP</p>	
<p>18. Justification</p> <p>Due to the current contractual responsibilities being performed under the Insurance Assistance Program, it is reasonable to offer a four (4) months extension to this contract.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i></p> <div style="text-align: right;">  1-21-15 </div>	

PROPOSED AMENDMENT

 CONTRACT AMENDMENT COVER SHEET					
Agency Tracking # 34349-65214		Edison ID 40563		Contract # FA1440563	
Contractor Legal Entity Name Nashville CARES, Inc.				Amendment # 01	
Edison Vendor ID 95113					
Amendment Purpose & Effect(s) To extend the Insurance Assistance Program due to RFP process					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: July 31, 2015	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):					\$ 0
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$625,000.00	\$6,614,450.00			\$7,239,450.00
2015	\$1,875,000.00	\$19,843,350.00			\$21,718,350.00
TOTAL:	\$2,500,000.00	\$26,457,800.00			\$28,957,800.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional) HL00000741		Account Code (optional) 70899000			

PROPOSED AMENDMENT

**AMENDMENT 1
OF CONTRACT FA144056300**

This Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Nashville CARES, 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 B.2.
 - B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
2. Contract section B and C.3. are deleted in their entirety and replaced with the following:

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on April 1, 2014 ("Effective Date") and extend for a period of sixteen (16) 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.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated based upon the following payment rates:
 - (1) For service performed from April 1, 2014, through July 31, 2015, the following rates shall apply:

Service Description	Amount (per compensable increment)*
Benefits Management	\$49.21 per client per month per service provision

*NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

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).

PROPOSED AMENDMENT

Amendment Effective Date. The revisions set forth herein shall be effective April 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

NASHVILLE CARES, INC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

**CONTRACT**

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



Begin Date April 1, 2014	End Date March 31, 2015	Agency Tracking # 34349-65214	Edison Record ID 40563		
Contractor Legal Entity Name Nashville CARES, Inc.			Edison Vendor ID 95113		
Service Caption (one line only) Operation of Ryan White Insurance Assistance Program					
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA # 93.917			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$625,000.00	\$6,614,450.00			\$7,239,450.00
2015	\$1,875,000.00	\$19,843,350.00			\$21,718,350.00
TOTAL:	\$2,500,000.00	\$26,457,800.00			\$28,957,800.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Ownership/Control					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female					
<input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged					
<input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.			
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.			
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE - FA		
			FA1440563		
Speed Chart (optional) HL00000741		Account Code (optional) 70899000			



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
NASHVILLE CARES, INC.**

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Nashville CARES, Inc., hereinafter referred to as the "Contractor," is for the provision of the Insurance Assistance Program (IAP), as further defined in the "SCOPE OF SERVICES."

The Contractor is a Non-Profit Corporation.

Contractor Place of Incorporation or Organization: Tennessee

Contractor Edison Registration ID # 19325

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. Service Definitions.
- a. "Acquired Immunodeficiency syndrome (AIDS)" means a disease of the immune system due to infection with HIV. HIV destroys the CD4 T lymphocytes (CD4 cells) of the immune system, leaving the body vulnerable to life-threatening infections and cancers. Acquired immunodeficiency syndrome (AIDS) is the most advanced stage of HIV infection.
 - b. "Annual Benefit Cap (ABC)" means the maximum annual dollar expenditure for each client. This cap is consistent for all clients, but may be pro-rated according to the number of months remaining in the Federal grant year and reduced by the amount already spent for deductibles and/or back payment of premiums. The ABC is set by the State, but may be adjusted as necessary to keep the program within budget. Clients who have premiums in arrears at the time of enrollment, may have up to two (2) months paid retroactively, which will be subtracted from their ABC. Their reduced ABC shall be divided by the number of months remaining in the grant year to obtain their Maximum Monthly Expenditure (MME) amount.
 - c. "Approved Date" means the date a Ryan White eligibility application is approved by the State.
 - d. "Client Fee" means the amount that the State agrees to pay per active IAP client, i.e., a client who is on the program any time during the month and receives a service where a fee or a payment is made for insurance benefits management services for the Tennessee Part B Insurance Assistance Program.
 - e. "Cost Sharing" means mechanisms, such as deductibles, co-payments and co-insurance that require beneficiaries to share in the cost of providing their health coverage.
 - f. "Effective Date" means the date that IAP coverage takes effect.
 - g. "Health Resources and Services Administration (HRSA)" means the primary federal agency for improving access to health care services for people who are uninsured, isolated, or medically vulnerable.
 - h. "HIV/AIDS Drug Assistance Program (HDAP)" means the program funded through Ryan White Part B that is designed to assist with the purchase of specific drugs for eligible, low-income individuals with HIV who have no other source of health coverage.



- i. "Human Immunodeficiency Virus (HIV)" means a retrovirus that infects helper T cells of the immune system and, without treatment, may result in Acquired Immunodeficiency Syndrome (AIDS).
- j. "Insurance Assistance Program (IAP)" means a Ryan White Part B Program that assists eligible clients with payment of their health insurance premiums, and cost sharing requirements, up to the current annual expenditure cap.
- k. "Insurance Benefits Management Services" means the fiscal management of client health insurance expenses for Ryan White Part B HIV positive clients. Management includes but is not limited to: 1) working with each client and/or the client's Medical Case Manager to ensure timely payments and accurate information; 2) paying health insurance companies' health insurance premiums for clients that require premium assistance; 3) establishing business relationships with all participating health providers to pay deductibles when they are required; 4) paying invoices from providers or pharmacies for client cost sharing when required; 5) tracking expenditures separately for each client within the client's annual and monthly caps; and 6) submitting reports to the State.
- l. "Medical Case Manager (MCM)" means a case manager employed by either the Tennessee Department of Health, a Metropolitan County Government, or a Ryan White contractor, who is trained to perform Ryan White eligibility determination, and to work with clients to coordinate their medical care and support services.
- m. "Maximum Monthly Expenditure (MME)" means the total amount of funds that may be spent on behalf of a client within a given month to pay any combination of policy premiums or cost sharing. This amount will not be the same for all clients. Payment of overdue premiums for new clients, or payment of annual deductibles at the beginning of the year, will be subtracted from the client's ABC, resulting in a reduced ABC and a lower MME for that client.
- n. "New Clients" means clients entering the IAP that have not been previously enrolled or have had a break in coverage.
- o. "Pre-Existing Condition Insurance Program (PCIP)" means a form of health insurance coverage offered to uninsured Americans who have been unable to obtain coverage because of a pre-existing health condition. The plan has been funded by Congress through the Department of Health and Human Services to monitor and distribute.
- p. "Recertification" means a semi-annual evaluation of client eligibility conducted by a Ryan White Medical Case Manager as mandated by Congress in the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87).
- q. "Ryan White Client Number" means a unique number assigned to each Ryan White Program Client by the State. This number is used for all Ryan White Programs including the IAP.
- r. "Ryan White Part B" means the State managed portion of HIV/AIDS care provided through the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87).
- s. "Ryan White Part B Grant Year" means the fiscal year that runs from April 1st through March 31st of the next calendar year.
- t. "Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)" means the current legislative authority to expend federal dollars for the care and treatment of low income HIV positive clients.
- u. "Timely Payment" means the payment of health insurance policy premiums that reach insurance companies prior to the premium due date, or cost sharing requirements to



health providers on behalf of IAP clients that are paid within fifteen (15) business days of receipt of the claims. No payments shall be made on claims over one hundred eighty (180) days after the date of service.

- v. "Transition Date" means the date when the selected Contractor begins managing the IAP.
 - w. "340B Pricing" means a drug pricing program from the enactment of Public Law 102-585, the Veterans Health Care Act of 1992, which codified as Section 340B of the Public Health Service Act. Section 340B limits the cost of covered outpatient drugs to certain federal grantees, federally-qualified health centers, and qualified disproportionate share hospitals. Significant savings on pharmaceuticals are realized by entities that participate in this program.
- A.3. Service Goals. To assist Ryan White-eligible HIV/AIDS clients in Tennessee with health insurance premiums, co-pays and deductibles.
- A.4. Service Recipients. Service recipients are those Ryan White-eligible clients in Tennessee who meet the same criteria used by Medical Case Managers to qualify a patient for the Medical Services Program and HDAP.
- A.5. Service Description. The Grantee shall use the grant funds to implement and coordinate activities related to the Ryan White Part B IAP. This contract shall be implemented in two phases as follows:
- a. In the Operational Phase, effective April 1, 2014, the contractor shall provide IAP Benefits Management Services for a maximum of three thousand four hundred (3,400) Ryan White Part B enrolled clients to include:
 - 1) Maintaining a separate restricted interest bearing account for program funds, with interest reported to the state along with supporting documentation and all accrued interest returned into that account for the benefit of the program.
 - 2) Paying policy premiums, if assistance has been requested, and processing Health Care Claims Forms, CMS 1500 for each client's cost sharing expenses (which could date back as many as one hundred eighty [180] days) as required by the client's health insurance policy, within the annual benefit cap and monthly maximum expenditure for each client. Claims for services older than one hundred eighty (180) days or for an individual who was not a current client on the date of service shall be denied.
 - 3) Notifying providers in writing if a claim is denied, explaining the reason the claim was not paid, e.g., the person was not enrolled in IAP on the date of service.
 - 4) Enrolling new clients into the program as approved applications are received from the State, within five (5) business days of receipt of an approved IAP application. This process shall, at a minimum, include: adding the new client to the IAP database; issuing them a client ID Card; notifying the client in writing that the contractor agrees to pay premiums, if assistance is requested; cost sharing expenses as required by the client's health insurance policy; and the date the first payment will be made, if applicable. Client IAP cards shall, at a minimum, include the client's name, eligibility date, client identification number and the contractor's contact information.
 - 5) Ensuring client's insurance policies comply with relevant Ryan White Part B Program Policies by reviewing all health insurance policies submitted by Ryan White Medical Case Managers (Attachment 1, Pages 7-8).
 - 6) Initiating a new client account for each new applicant, projecting the monthly and



annual cost for maintaining insurance coverage for the remainder of the current Ryan White Part B grant period, and the remaining unencumbered IAP resources.

- (7) Paying health insurance premiums before their due date, and cost sharing expenses, as appropriate, on health insurance policies that meet the eligibility criteria for Ryan White Part B IAP clients, up to the current monthly maximum and annual cap amounts for individuals with HIV disease as authorized by the most current Tennessee Ryan White Part B Insurance Assistance Program Policy.
- (8) Ensuring payment of premium amounts shall only be made to the following: insurance companies, COBRA administrators, and/or to participating health care providers. Cost sharing payments shall be made within fifteen (15) business days of receipt of a bill. Providers must submit a bill within one hundred eighty (180) days of the date of service or payment will be denied. Pharmacy invoices must contain all data elements, referenced in Attachment 1, Section IV, Page 16, to be eligible for payment.
- (9) Issuing a check only **initially** for two (2) monthly premiums to the approved client's insurance company, within ten (10) business days of receipt of an approved application. Following the initial two (2) monthly premiums payment, the insurance premium payment will be made each month by the fifteenth (15th) of the month, for the remainder of the Ryan White Part B grant period.
- (10) Maintaining the client's confidentiality related to HIV status, by avoiding any reference to HIV/AIDS on the check, or any other correspondence.
- (11) Submitting an electronic file each month to the Ryan White Part B Program Director or designee that calculates the projected anticipated costs. This file shall contain two (2) worksheets and be maintained in the Excel format. One worksheet will contain the projected anticipated cost through the end of the State's fiscal year and the other worksheet will contain the projected anticipated costs for the Federal grant period.

The projected costs will be calculated by taking into account funds already expended and reported and then projecting the amount to be spent for the remaining period. Each monthly report will be cumulative. For example, the report for August for the State fiscal year will take into account the funds already expended for July and August, and project the amount of funds to be expended for the remaining ten (10) months in the State fiscal year. In a like manner, the projection worksheet will be cumulative for amounts spent and to project the amount of funds to be expended for the remaining Federal grant period.

These projections shall take into account all approved receipts and all anticipated costs for each individual. The data shall be summarized and presented utilizing the worksheet listed above. These reports shall be submitted within five (5) business days following the end of each month. The Contractor shall submit a separate written request stating the amount needed to replenish the funds in the restricted interest bearing account described in Section A.3.b.(1), to ensure that funds are always available to make timely payments for client-based reimbursements. The written request shall be submitted to:

Bureau of Health Services
Fiscal Services Section
Tennessee Department of Health
Andrew Johnson Tower, 6th Floor
710 James Robertson Parkway
Nashville, TN 37243



If actual expenditures exceed ninety percent (90%) of the total amount available in any monthly period, the Contractor shall advise the Ryan White Part B Program Director, or designee, within five (5) business days of this occurrence.

- (12) Informing Ryan White Program staff and the client's Medical Case Manager of any information that might jeopardize the client's eligibility for continued participation in the IAP, for example, a change in residency.
 - (13) Contacting the Ryan White Program staff for approval before making any payments in excess of the Maximum Monthly Expenditure amount per client, for any reason.
 - (14) Providing one (1) training session annually to Medical Case Managers on a date mutually agreeable to the State and the Contractor. Further, the Contractor shall attend each of the two (2) statewide meetings held each year by the State. The State will determine the dates and the locations for these statewide meetings.
 - (15) Translating all client materials into Spanish and alternative formats consistent with the American with Disabilities Act as requested.
 - (16) Submitting all written materials for external distribution to the Ryan White Part B Program for approval.
 - (17) Communicating with clients, Medical Case Managers, health care providers and other providers about any problems encountered regarding policy or benefits requirements.
 - (18) Establishing new business agreements and maintaining existing agreements with insurance companies, health providers, and with employers, as new clients are added.
 - (19) Ensuring adequate staffing resources to support operations during the hours of 8:00 am to 4:30 pm., Central Time, Monday through Friday, excluding State holidays.
 - (20) Having the ability to respond to callers in English, Spanish, and other languages as necessary.
 - (21) Maintaining client records for a minimum of three (3) years after the end of the contract period.
- b. In the Turnover Phase, the incumbent Contractor shall coordinate with the succeeding contractor to facilitate a seamless transition of services by performing the following tasks:
- (1) Providing a copy of each client's health insurance policy, contact information for each insurance company and health provider, within five (5) business days of a request from the succeeding Contractor.
 - (2) Providing an electronic copy of the Client Database file, listing all clients and showing a history of transactions, when premiums are due, and the amount of deductible that has been paid, within five (5) business days of a request from the succeeding Contractor.

A.4. Reporting Requirements.

- a. The Contractor shall develop and maintain a client database in a format that is approved by the State, for a statewide population of a maximum of three thousand four hundred (3,400) Ryan White Part B IAP clients. The database shall keep confidential Client Level



Data, including enrollment dates and insurance policies. This database shall automatically generate routine monthly reports and track premium and cost sharing payments. This database shall also be used to generate custom reports as requested by the State.

- b. The Contractor shall maintain auditable records of all payments and account balances, providing monthly, quarterly, and yearly electronic IAP Reports to the Ryan White Part B Program / IAP Coordinator (or designee) by the fifteenth (15th) of the month for the preceding month, and as required for evaluation of the IAP (Attachment 2).
- c. The Contractor shall submit a monthly electronic Excel spreadsheet report that provides all data elements necessary to claim 340B drug rebates from pharmaceutical manufacturers, on prescriptions for which a cost sharing payment was made using Ryan White funds. Pharmacy vendors must provide all required data elements in order to be a participating provider with the exception of information related to patients covered under the Pre-Existing Condition Insurance program (PCIP). Payments shall not be made without providers supplying these data elements except for payments related to patients with PCIP. Detailed responsibilities of the Contractor may be found in the attached Tennessee Ryan White Part B Program Policy (Attachment 1, Page 16; Attachment 3).
- d. The Contractor shall submit quarterly and annual Ryan White Data Reports (RDRs) and a quarterly export file to the Ryan White IAP Coordinator (or designee). The annual report shall be submitted by February fifteenth (15th) of 2015, and shall be in the format described by the U.S. Department of Health Resources and Services Administration (HRSA). The quarterly reports shall be submitted by the fifteenth (15th) of the month following the end of each quarter (Attachment 4).
- e. The Contractor shall complete quarterly implementation plans (Attachment 5) for reporting the number of clients served, units of service, and amount spent, for submission to the Ryan White IAP Coordinator (or designee). These plans shall be submitted electronically, and are due to the State by the fifteenth (15th) of the month (July 15th; October 15th; January 15th; and April 15th) following the end of each quarter.
- f. The Contractor shall submit to the State quarterly Quality Assurance reports documenting the Contractor's self-audit of ten percent (10%) of their client files per quarter. The audit will check for client eligibility documentation; that claims for services dated prior to the client's eligibility date were not paid; that paid amounts do not exceed billed amounts; to check for duplicate payments; that premiums were accurately paid; and ensure that claims were processed within fifteen (15) business days. These plans are due to the State by the fifteenth (15th) of the month (July 15th; October 15th; January 15th; and April 15th) following the end of each quarter.
- g. The Contractor shall meet the performance indicators identified below related to claims processing and premium payments. If the Contractor fails to meet these benchmarks, the Contractor shall be required to develop and submit a corrective action plan to the Ryan White Part B Program. The Ryan White Part B Program will then monitor the indicator(s) on a monthly basis until the accuracy rate increase to, or above, the acceptable percentage for that benchmark, for a full quarter.



Performance Indicator	Data Source	Measure	Target	Benchmark
Payments	Monthly Report	# of claims paid accurately upon initial submission	100 percent	98 percent Accuracy
Timely Payment of Premiums	Monthly Report	# of premiums paid by due date	100 percent	100 percent Accuracy
Timely Payment of claims	Client/ MCM Complaints	# of claims paid within 15 business days of receipt	100 percent	98 percent Accuracy

h. The State shall:

- (1) Provide the Contractor with: an eligibility and claims history for current clients; the anticipated first month cost of premiums; and cost sharing expenses during the operational phase (beginning April 1, 2014) for a maximum of three thousand four hundred (3,400) IAP clients.
- (2) Provide to the Contractor approved program applications for new clients who have been determined eligible for the Ryan White Part B IAP, which includes demographic information required for processing claims and corresponding with the clients, their insurance carriers and providers, when cost sharing payments shall be made.
- (3) Provide to the Contractor updated information each time a person is newly enrolled, reinstated, recertified, or dis-enrolled from IAP.
- (4) Provide to the Contractor a copy of each client's health insurance policy, along with premium due dates.
- (5) Provide to the Contractor copies of relevant State policies.
- (6) Provide funds for IAP covered client expenses to be maintained in a separate bank account owned by the vendor to be accessed by the State for the depositing of funds (See Section A.5.a.(1)).
- (7) Review the client Annual Benefit Cap on at least a quarterly basis and make adjustments as needed and shall notify the Contractor when such action is taken.
- (8) Provide to the Contractor a list of participating health care providers and insurance companies.
- (9) Provide to the Contractor a copy of the Ryan White Part B drug formulary and updates as changes occur.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning April 1, 2014, and ending on March 31, 2015. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:



C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Twenty Eight Million Nine Hundred Fifty Seven Thousand Eight Hundred Dollars (\$28,957,800.00)

The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

C.2. **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated based upon the following payment rates:
 - (1) For service performed from April 1, 2014, through March 31, 2015, the following rates shall apply:

Service Description	Amount (per compensable increment)*
Benefits Management	\$49.21 per client per month per service provision

*NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

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

C.5. **Invoice Requirements.** The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more



often than monthly, with all necessary supporting documentation, to:

Accountant
 HIV/STD Program
 Tennessee Department of Health
 Andrew Johnson Tower, 4th Floor
 710 James Robertson Parkway
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Health, Ryan White Part B Program
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of



Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. **Prerequisite Documentation.** The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

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



this Contract.

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

- D.7. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. **Prohibition of Illegal Immigrants.** The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 6, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.



- D.9. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. **Prevailing Wage Rates.** All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. **State Liability.** The State shall have no liability except as specifically provided in this Contract.
- D.16. **Force Majeure.** The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. **State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings,



representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Tonya King, Ryan White Part B Program Director
 Tennessee Department of Health
 Andrew Johnson Tower, 4th Fl.
 Nashville, TN 37243
 Tonya.King@tn.gov
 Telephone #: 615-741-0237
 FAX #: 615-253-1686

The Contractor:

Dr. Joseph Interrante, CEO
 Nashville CARES, Inc.
 633 Thompson Lane
 Nashville, TN 37204-3616
 Phone #: 615-259-4866
 FAX#: 615-259-7684

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801,



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

- E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at a minimum, the following insurance coverage:
 - (1) Workers' Compensation/Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
 - b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.
- E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any



Information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.8. **HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.9. **Printing Authorization.** The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.10. **State Ownership of Work Products.** The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.



- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.11. Ownership of Software and Work Products.

a. **Definitions.**

- (1) "Contractor-Owned Software," which 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," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which 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," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which 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 for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such 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 herein.
- (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 shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (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 thereby.

- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.



- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.12. **Competitive Procurements.** This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner, for such decision and non-competitive procurement.
- E.13. **State Furnished Property.** The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.14. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.15. **Prohibited Advertising.** The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.16. **Public Accountability.** If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454**
- E.17. **Environmental Tobacco Smoke.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall



prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.18. **Lobbying.** The Contractor certifies, to the best of its knowledge and belief, that:

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

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

E.19. **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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



- E.20. **Contractor Commitment to Diversity.** The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-34349-65210 (Attachment 6.2, B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.21. **Federal Funding Accountability and Transparency Act (FFATA).** This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. **Reporting of Total Compensation of the Contractor's Executives.**
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined



- v. benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

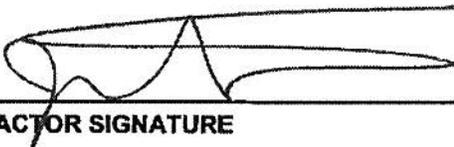
The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.22. CFDA Number(s). When applicable, the Contractor shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

CFDA # 93.917 Ryan White CARE ACT Title II

IN WITNESS WHEREOF,

NASHVILLE CARES, INC.:



 CONTRACTOR SIGNATURE 2/12/2014
DATE

JOSEPH INTERRANTE, CHIEF EXECUTIVE OFFICER (above)

DEPARTMENT OF HEALTH:



 JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER 2.12.14
DATE




STATE OF TENNESSEE
DEPARTMENT OF HEALTH
HIV/AIDS/STD Program
CORDELL HULL BUILDING, 1st FLOOR
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

Insurance Assistance Program

Policy & Procedures Manual

Ryan White Policy # 3 - 10
June 1, 2010

Supersedes policy dated August 5, 2009



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STATE OF TENNESSEE
DEPARTMENT OF HEALTH
HIV/AIDS/STD Program
CORDELL HULL BUILDING, 1st FLOOR
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

Ryan White IAP Policy # 3-10

Revised
March 1, 2010

Purpose

The purpose of this policy is to establish policies and guidelines for operating the Tennessee Part B AIDS Drug Assistance Program (ADAP) funded Programs: Tennessee Part B Insurance Assistance Program (IAP)).

Requirements

To be eligible for coverage by the Tennessee Part B IAP, a recipient must meet the criteria found in Ryan White Policy # 1- 09, Ryan White Services Eligibility Policy.

All clients shall be evaluated for coverage or eligibility for coverage by any private or public health insurance that provides HIV medications, prior to applying for Ryan White services. Applicants who have access to medications through insurance provided by an employer, spouse's policy or a publicly provided insurance program should access care through that policy. Individuals may not choose to refuse other available programs in order to access Ryan White HDAP Services, but are eligible for wrap-around services that are not provided by their insurance, (i.e. transportation, nutritional supplements, and dental services). Temporary services may be provided while client is awaiting approval by another program.

Medications shall be provided for those without access to HIV medications through health insurance, via the HIV Drug Assistance Program, which directly purchases medications from a State contracted wholesale Drug distributor and contracts with a mail-order Pharmacy (currently BioScrip, Inc.) to dispense medications to Ryan White clients statewide.

Eligible clients with private health insurance or TennCare should be enrolled in the Tennessee Ryan White Insurance Assistance Program, for assistance in paying premiums, co-pays and deductibles up to the current monthly maximum of \$1,500 per client per month, which amounts to an \$18,000 per year cap. With prior approval from the Ryan White Program, up to two months of delinquent premiums may be paid for new clients, in addition to their monthly limit, in order to maintain their



coverage. If delinquent premiums are paid, they will be subtracted from the client's annual maximum and the monthly maximum will be re-calculated. Note: Different clients may now have different monthly maximums, but the program will continue to set a baseline monthly maximum. The Program will attempt to keep the monthly maximum payment amount as stable as possible, but it may be adjusted as necessary to maintain program solvency. Adjustments will be made at the beginning of a month.

Since ADAP dollars are used to fund the IAP, any premiums, co-pays and/or deductibles may only be paid on a policy that provides comparable pharmaceutical coverage to the Tennessee HDAP Formulary, and if there is a lifetime cap on benefits, it must be at least \$50,000. Policies that contain Preexisting Condition clauses that exclude payment for HIV medications during a set period of time are not eligible for IAP assistance until the Preexisting Condition period is met. Clients who have policies that have caps on annual coverage, and the client has reached that cap, are not eligible for IAP payments until coverage resumes. Premiums may be paid on family coverage policies but co-pays and deductibles may only be paid on HIV positive clients. Policies that include a dental benefit may be covered within monthly expenditure limits; however, separate dental insurance shall not be covered, because it does not provide HIV Medications. During the period of time that the Tennessee ADAP has a waiting list, no new health insurance policies shall be purchased with program funds.



SECTION I

A. Introduction

The purpose of this guidance is to provide policy clarification and direction for Tennessee Ryan White Services' Insurance Assistance Program and to clearly outline the responsibilities of the Medical Care Managers (MCM), the State IAP Benefits Management Contractor (IBMC), community based organizations and consumers related to the Ryan White Services Insurance Assistance Program (IAP). The Insurance Assistance Program (IAP) will be administered utilizing Ryan White Part B funds.

The Insurance Assistance Program is not an entitlement. Program benefits are adjustable based on available funding and the number of eligible clients requesting services. The IAP is a program that will cover out of pocket expenses related to qualifying health insurance coverage (Premiums, Deductibles, and Co-pays) for eligible HIV/AIDS clients in Tennessee.

B. Background

The IAP began as a pilot project funded through Regional Consortia during the 2000-2001 grant year. The pilot project demonstrated the need for continued services through the IAP based on the first year of operation. Beginning with the 2001-2002 grant year, the IAP became one of the services offered through the Ryan White Services Program. In 2007, the IAP was no longer a Regional Consortia Program; it became a State Program administered by a Fiscal Agent in each region. The foundation of this program is structured through the guidelines laid out in HRSA HIV/AIDS Bureau Policy Notice 99-01, regarding utilization of ADAP funds to purchase health insurance.

C. HRSA Policy Regarding IAP

Ryan White Services has utilized AIDS Drug Assistance Program (ADAP) for the purpose of funding the IAP. Following is an excerpt from the HRSA HIV/AIDS Bureau Policy Notice, 07-05 (previously published as "Policy Notice 99-01"), dated September 19, 2007 regarding the use of Part B, AIDS Drug Assistance Program (ADAP) funds to purchase Health Insurance.

- A. Funds designated to carry out the provisions of Section 2616 of the Public Health Service Act may be used to purchase health insurance that includes the full range of HIV treatments and access to comprehensive primary care services subject to the following conditions:
 1. Funds must continue to be managed as part of the established ADAP program.
 2. ADAP programs must be able to account for and report on funds used to purchase and maintain insurance policies for eligible clients including covering any costs associated with these policies.
 3. Funds may only be used to purchase premiums from health insurance plans that as a minimum provide prescription coverage equivalent to the Tennessee Part B HDAP formulary.
 4. The total annual amount spent on insurance premiums cannot be greater than the annual cost of maintaining that same population on the existing HDAP program.



5. Funds may be used to cover any costs associated with the health insurance policy co-payments, deductibles, or premiums to purchase or maintain insurance policies.
6. Current client eligibility guidelines set under Section 2616 (b) of the Public Health Service Act must be followed.
7. The States must maintain their contributions to their HIV/AIDS care programs as required under Section 2617 (b) (7) (E).
8. Ryan White HIV/AIDS Program funds must be the payers of last resort for pharmaceuticals.
9. The State must assure that ADAP funds will not be used to purchase health insurance deemed inadequate by the State in its provision of comprehensive primary care services.

D. Goals and Objectives of the IAP

The Ryan White Services Insurance Assistance Program (IAP) will assist eligible HIV/AIDS clients with their out of pocket expenses (premiums, deductibles, and /or co-pays) for qualifying health insurance plans that cover their treatment and medications. The IAP may also pay the premium for policies that include dependent coverage for families of infected individuals but co-pays may only be made for the client (see Attachment 2 - Definition of Family).

A. Primary Goal:

To maintain private and public insurance for eligible HIV/AIDS clients in order to maintain existing health care coverage and not shift the cost of care to the Ryan White Part B Medical Services and HIV Drug Assistance Programs.

B. Secondary Goal:

To collect data and evaluate the program, including cost savings, in order to make informed decisions regarding the continuation of the IAP.

C. Objectives:

1) To pay insurance premiums to private insurance companies:

- To prevent loss of private insurance coverage for eligible HIV/AIDS clients in Tennessee.
- To prevent the shift of cost for care and treatment from private insurance to the Ryan White program.

2) To pay insurance premiums to public and private insurance entities:

- To maintain continuity with medical providers under the clients current policy rather than disrupt care with new coverage,
- To make the best fiscal use of Ryan White, Part B funds, and
- To prevent disruption of services.

3) To pay the deductibles and co-pays to providers of medical goods and/or services:



- To increase access to care and treatment,
- To decrease non-adherence with medical follow-up and treatment, and
- To allow low-income patients the financial ability to more adequately budget personal resources.

Note: Ryan White Part B will only pay for services deemed payable by the primary insurance carrier.



SECTION II

A. Procedures

Information about the IAP shall be disseminated by agencies that serve people living with HIV/AIDS in the state of Tennessee. Two primary co-facilitators will provide the direct services to the client: Medical Care Managers and the IAP Benefits Management Contractor (IBMC). The Medical Care Managers are responsible for casework related to health coverage with the person living with HIV/AIDS to maximize care and treatment within the existing social system. Medical Care Managers duties currently include certification for other Ryan White Program funded and contracted services. These services include medical and allied health services, HDAP and social services, as well as referrals to community agencies and resources, such as the accessing of social services and income maintenance programs (SSI, SSDI, private disability, food stamps, WIC, HOPWA) and public health insurance (Medicare and TennCare).

Note: It is the intent of this guidance that if the IBMC acts in good faith based on the information provided by the MCM and client, the IBMC will not be liable for recoupment of co-pay or deductible assistance made on behalf of clients.

B. Roles and Responsibilities

I. Responsibilities of the Medical Care Managers

A. Assess applicant's eligibility for the Insurance Assistance Program.

a. The potential applicant must be:

- Medically diagnosed HIV positive (See Attachment 2 - Eligibility Guidelines for Ryan White Services and Attachment 3 – Proof of HIV);
- A resident of Tennessee (See Attachment 4 – Residency Requirements);
- Have a household income of less than or equal to 300% of the currently established Federal Poverty Level Guidelines (See Attachment 5 -Federal Poverty Guidelines and Attachment 6 – Income Determination); and

b. The health coverage policy must meet the following criteria to be considered adequate for assistance by the IAP.

- Include outpatient physician/office visit coverage,
- Include outpatient laboratory coverage;
- Include outpatient radiology coverage; and
- Include outpatient oral pharmaceutical coverage.

Note: Individual cases in which the maximum out-of-pocket does not apply to all allowable covered services, or the policy does not have an established annual out-of-pocket, the maximum amount of assistance will be capped at the **State** maximum allowable amount which is subject to periodic adjustment, as necessary.

B. When determined to be eligible, fully complete the Insurance Assistance Program application, and submit with required signatures. (See Attachment 5 Ryan White Services



Insurance Assistance Program Application)

- C. Obtain the required supporting documentation (written verification of HIV positive status, residency, income, and insurance) that must accompany the application when submitted to the IBMC.
- D. Provide the client with a copy of the “IAP Client Rights and Responsibilities” statement and ensure the client has read or had read to them the statement.
- E. Fax the fully completed application along with the required supporting documentation to the IBMC (the PH3716 must be sent to the **State**).
- F. The Medical Care Manager will keep the original application packet in the client’s file.
- G. Contact each client participating in the IAP and recertify eligibility at a minimum every 6 months. Any updated information received during this contact (eligibility, residency, insurance status, etc.) must be forwarded to the IBMC. All contact with clients regarding the IAP must be documented (the PH3716 must be sent to the **State**).
- H. Participate in the evaluation of the IAP throughout the year as requested by Ryan White Services.

II. Responsibilities of the IAP Client

- A. IAP clients agree to provide both their Medical Care Manager and the IBMC any information essential to the function of the IAP, in order to maintain and utilize their individual insurance coverage.
- B. IAP clients must provide informed written consent to allow the Medical Care Managers and the IBMC to communicate through correspondence, telephone, and face-to-face interviews with the clients’ individual provider of insurance about any invoice submitted for payment.
- C. The client must provide all documentation required by the Medical Care Manager for the purpose of determining eligibility and continuation for the IAP.
- D. Failure to cooperate with the policies and procedures of the IAP will result in the client’s termination from the IAP.
- E. Failure to follow the medical provider’s prescribed medication regimen could result in removal from the program.
- F. The client will be required to sign a release of information form after receiving an “IAP Client Rights and Responsibilities” fact sheet.



III. Responsibilities of the State IAP Benefits Management Contractor

- A. Upon receipt of faxed IAP application packet along with all required supporting documentation, the IBMC will check the IAP funding allocations to ensure funding availability for the remainder of the Ryan White, Part B grant year for the certified client at the current premium rate for the client's particular insurance coverage.
- B. A letter explaining the IAP's agreement to pay the premium, the rate of payment and verification of funding availability must be sent to both the client and the referring Medical Care Manager within five (5) business days of the receipt of the completed application packet from the Medical Care Manager with authorization to make payments. The letter must indicate the date that the first premium payment will be made.
- C. The IBMC will issue two separate checks (each check will cover a one month premium) to the approved client's insurance company for two monthly insurance premium payments within ten (10) business days of the receipt of the application packet. Following the initial payment, the insurance premium payment will be made on a monthly basis for the remainder of the Ryan White, Part B grant period.
- D. The IBMC must maintain the client's confidentiality related to HIV status. No reference to HIV/AIDS may appear on the check or on the envelope in which the payment is mailed.
- E. Each month when the premium is paid, the client will be notified that the payment has been mailed.
- F. The IBMC will monitor closely the outlay of allocated funds for premiums, deductibles and co-pays as projected throughout the annual funding cycle.
- G. The IBMC must alert the Medical Care Managers and Ryan White Services Director or designee of projected funding "shortfalls" due to increased premiums, deductibles, and co-payments of already established IAP clients.
- H. Each time the premium amount increases for already established clients, the IBMC must refigure the remaining available balance.
- I. The IBMC must inform the Medical Care Manager of any pertinent information discovered regarding the client's eligibility for coverage, residency or problems that might jeopardize continued participation in the IAP.
- J. The IBMC must provide monthly data to the Ryan White Services Section / IAP Coordinator (or designee) as required for evaluation of the IAP.
- K. Participate in the evaluation (program and fiscal) of the IAP throughout the year as requested by Ryan White Services.
- L. If the program is closed due to funding limits, the IBMC will maintain a waiting list of



client's names who have been submitted by the Medical Care Managers as potentially eligible for the IAP. (Attachment 6 outlines IBMC procedures)

C. Limit on Annual Expenditure per eligible IAP Client

According to the HRSA Policy, the total annual amount spent on insurance premiums cannot be greater than the annual cost of maintaining that same population on the existing HDAP Program.

Note: Estimated expenditure per client for HDAP is based on current drug usage and averaged over all clients.

D. Client Termination

1. **Termination for Non-compliance:** Failure of the client to cooperate with either the Medical Care Manager or State IAP Benefits Management Contractor will result in termination from the IAP. The Medical Care Manager and IBMC will case conference prior to termination of a client. When the decision to terminate is made, a warning letter will be sent to the client by the Medical Care Manager 30 days prior to termination. The letter will list the reason for possible termination (i.e., failure to provide specific documentation, failure to keep required appointments with MCM for continued certification). If the client has not complied within the 30 day time period, an official letter of termination must be mailed to the client by certified mail with receipt requested. A copy of the termination must be mailed to the IBMC. Following termination from the IAP, the client is not eligible for reinstatement until the next Ryan White Part B grant year (April 1). The client will be informed prior to certification, that if terminated, there is no appeal process. This statement will be included in the "Clients Rights and Responsibilities" fact sheet referenced in the consent form signed by the client and maintained in the client's chart.
2. **Termination for reasons other than non-compliance:** A client may be terminated from IAP for reasons which may include, but are not limited to:
 - Income increases to level that exceeds eligible allowances.
 - Death.
 - Moved out of the state.
 - Change to insurance carrier who will not work with the IBMC.
 - Is incarcerated for more than 90 days.
 - No longer needs service.



Section III

A. Administrative Oversight and Evaluation of IAP

1. IAP is administered through Tennessee Department of Health, Ryan White Services. The State enters into contractual agreement with the State IAP Benefits Management Contractor (IBMC) for the provision of state sponsored insurance assistance. HIV Drug Assistance Program funds will be utilized to fund IAP. The allocation of funds is determined based on the number of HIV/AIDS cases in the state and historical utilization of the plans. Funding for IAP is allocated along with all other Part B funds.
2. II. Ryan White Services will conduct quality assurance monitoring of the IAP through the use of an addendum to the existing Quality Assurance Monitoring Tool. (See Attachment 13 – Ryan White Services Quality Assurance Monitoring Tool)
 - a. The Quality Outcome Measures for the IAP are:
 - Outcome Measure #1: Improved continuity of medical care
 - Outcome Measure #2: Reduction in level of client stress
 - Outcome Measure #3: Reduction in number of clients who don't use TennCare benefits due to inability to pay co-pays.
 - b. The Cost Effectiveness Outcomes for the IAP are:
 - Outcome Measure #1: Reduction in utilization of Ryan White funded programs
 - Outcome Measure #2: Increase in utilization of TennCare
 - Outcome Measure #3: Increase in number of eligible individuals who can utilize their COBRA option.



SECTION IV

A. Rebate Program:

1. **Background:** Drug companies have provided monetary rebates and/or a reduction in costs for drugs purchased with “public dollars” for many years. Because of this reduced costs, the Ryan White HIV Drug Assistance Program (HDAP) has realized a substantial savings (30%). Provisions have recently been put into place which allows states to recoup similar savings (rebates) when drugs are purchases through IAP. This applies to all drugs purchased from retail pharmacies, of which a co-payment or deductible has been paid with IAP dollars. With costs constantly increasing and resources decreasing, it is imperative that the Ryan White IAP take advantage of this opportunity to save money. Therefore, the IBMC must develop internal procedures in order to fulfill the requirements listed in Paragraph 1-B.
2. **Requirements:** The IBMC will provide claims level detail for each prescription purchased through the IAP, of which, a co-payment or deductible payment has been paid with IAP dollars. This detailed information will be submitted on a monthly basis to the State IAP Rebate Coordinator or other designated individual. The date elements listed below will be submitted on an Excel Spreadsheet no later than the fifteenth (15) day of the month. The following is required for each individual prescription purchased:
 - A. National Drug Code (NDC)
 - B. Product Ingredient
 - C. Brand Name
 - D. Drug Strength (50MG / 100MG / ETC)
 - E. Drug Form (Tablet / Capsule / ETC)
 - F. Dispense Date
 - G. Units Purchased (Quantity)
 - H. Invoice Date (Date of Co-Payment or Deductible Payment)
 - I. Claim Number
 - J. Amount paid by Insurance Company
 - K. Payer Source (Name of Insurance Carrier)
 - L. Amount Paid By IAP (Co-Payment or Deductible Payment)

B. Disposition:

The State IAP Coordinator or other designated individual will sort the date by pharmaceutical company and submit a rebate request/invoice to each pharmaceutical company.



ATTACHMENT 1

Law & Policy: Policy Notice – 07-05

Document Title: The Use of the Ryan White HIV/AIDS Program Part B ADAP Funds to Purchase Health Insurance

DATE: September 19, 2007

T0: All Ryan White HIV/AIDS Program Grantees

Attached is the HIV/AIDS Bureau (HAB) policy describing the use of Ryan White HIV/AIDS Program Part B AIDS Drug Assistance Program (ADAP) funds to purchase health insurance. This policy was previously published as “Policy Notice 99- 01.” This update reflects the technical changes in Title XXVI of the Public Health Service Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006 (Ryan White HIV/AIDS Program) and establishes updated guidelines for the use of Ryan White HIV/AIDS Program Part B ADAP funds for the purchase of health insurance. In essence, the previous policy has not undergone any substantive changes and is being re-issued to reflect the technical changes as a result of the newly authorized Ryan White HIV/AIDS Program.

Funds designated to carry out the provisions of Section 2616 of the Public Health Service Act may be used to purchase health insurance whose coverage includes HIV treatments and access to comprehensive primary care services, subject to specific conditions.

If you have any questions regarding the content of this HAB Policy Notice, please contact your project officer. Thank you for your attention to this important matter.

Deborah Parham Hopson, Ph.D., R.N.
Assistant Surgeon General
Associate Administrator

Attachment



Policy Notice 07 – 05: The Use of Ryan White HIV/AIDS Program Part B AIDS Drug Assistance Program (ADAP) Funds to Purchase Health Insurance

The following HIV/AIDS Bureau policy is being issued to support individual States in the management of their HIV/AIDS programs and to ensure that ADAPs are the payers of last resort.

A. Funds designated to carry out the provisions of Section 2616 of the Public Health Service Act may be used to purchase health insurance that includes the full range of HIV treatments and access to comprehensive primary care services, subject to the conditions below:

1. Funds must continue to be managed as part of the established ADAP Program.
2. ADAP programs must be able to account for and report on funds used to purchase and maintain insurance policies for eligible clients including covering any costs associated with these policies.
3. Funds may only be used to purchase premiums from health insurance plans that at a minimum provide prescription coverage equivalent to the Ryan White HIV/AIDS Program Part B formulary.
4. The total annual amount spent on insurance premiums can not be greater than the annual cost of maintaining that same population on the existing ADAP program.
5. Funds may be used to cover any costs associated with the health insurance policy, including co-payments, deductibles, or premiums to purchase or maintain insurance policies
6. Current client eligibility guidelines, set under Section 2616(b) of the Public Health Service Act, must be followed.
7. The States must maintain their contributions to their HIV/AIDS care programs as required under Section 2617(b)(7)(E).
8. Ryan White HIV/AIDS Program funds must be the payers of last resort for pharmaceuticals.
9. The State must assure that ADAP funds will not be used to purchase health insurance deemed inadequate by the State in its provision of comprehensive primary care services.

B. Prior to the use of ADAP funds for the purchase of health insurance, States must provide the HIV/AIDS Bureau with the methodology used by the State to:

1. Assure that they are buying health insurance that at a minimum include pharmaceutical benefits equivalent to the Title II ADAP formulary (refer to A.3.), and
2. Assess and compare the costs of providing medications through the health insurance option versus the existing ADAP program (refer to A.4.).
3. If the use of ADAP funds for buying insurance is initiated within a grant cycle, the State ADAP will provide notification of intent with the aforementioned assurances to the Grants Management Officer.

C. Nothing in the above policy may be interpreted or construed to change existing requirements, authorized by law or policy guidelines, regarding, but not limited to: client eligibility, statewide parity for client eligibility, and statewide parity for treatments available in the ADAP formulary.



ATTACHMENT - 2

RYAN WHITE SERVICES DEFINITION OF FAMILY

Definition of Family (Ryan White Services Program):

Upon review of the definition listed in the Federal Register, the Ryan White Services Program has interpreted the definition of family in regards to funding under the Ryan White Treatment Modernization Act of 2006, as follows:

A family consists of a husband and wife, or a father and / or mother with their dependent children, if they are parent(s) or legal guardian(s) and one or more children under 18 years of age or legally dependent because of disability living at the same address, Court ordered dependent child(ren) living separate, or being a full-time college student less than 23 years of age. Single parents with dependent children are also defined as a family

The above listed definition of family is to be used in determining the eligibility of individuals to receive services approved for “family members” provided with Ryan White Treatment Modernization Act funds.

Definitions of Family (Per Federal Register):

A family is a group of two or more person related by birth, marriage, or adoption that live together; all such related persons are considered as members of one family. For instance, if an older married couple, their daughter and her husband and two children, and the older couple’s nephew all lived in the same house or apartment, they all be considered members of a single family.

Revised 8/21/2007



ATTACHMENT - 3



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
HIV/AIDS/STD Program
CORDELL HULL BUILDING, 1st FLOOR
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

Ryan White Services
Eligibility Policy # 1.1 - 09
June 12, 2009
Supersedes policy dated April 1, 2009

Purpose

The purpose of this policy is to establish eligibility guidelines and procedures to be utilized when registering and recertifying clients for Tennessee Part B Programs: Insurance Assistance Program.

I. Requirements

To be deemed eligible for coverage by state Ryan White Services Programs a recipient must meet the following criteria:

- A. To be deemed eligible for coverage by state Ryan White Services Programs a recipient must meet the following criteria:
- The recipient must have been diagnosed with HIV/AIDS.
 - The recipient must be a resident of Tennessee.
 - The recipient must meet the income guidelines established by the Program: maximum gross monthly income for the legal household unit is less than or equal to 300% of current Federal Poverty Level*.
 - Household resource values less than or equal to \$8,000, as reported by the client. (Resources include cash on hand, money in checking and/or savings accounts, or resources that can be quickly converted into cash, such as stocks, bonds, or certificates of deposit.)
- B. Eligibility is further based upon the applicant's willingness to work with his/her Medical Care Manager (MCM) to apply for all other possibilities of third party coverage (i.e., TennCare, group coverage through an employer, Veterans Administration (V.A.), etc.). Clients must keep MCM informed of a current address and phone number, if available. Persistent failure to cooperate in applying for alternate programs, keeping contact information current, or failure to take medications as prescribed for two consecutive months, is grounds for termination / suspension from all Ryan White Services Programs



For Part B Regional Programs, i.e., Dental, the County and State of residency must be reported.

C. Record Keeping Requirements - A separate case file must be maintained on each client, containing the following:

- PH- 3716, Ryan White Program Application
- Documentation of HIV status, viral loads and CD4, if available
- Proof of current Tennessee residency
- Proof of current income
- Income Calculation Worksheet
- Photo identification of client
- Household Addendum Form, if applicable
- PH-3718, Insurance Assistance Plan Application, if applicable
- Oral Health/Dental Assistance Program Application, if applicable
- Re-certification Check List

Note: Proof of U.S. citizenship is NOT required for assistance through Ryan White Part B programs. In cases where a MCM is certifying an undocumented alien for assistance, he/she should call the Medical Services Program Coordinator and obtain an assigned coded number to serve in the place of a Social Security Number for tracking / billing purposes. Once a coded number has been assigned, it will be used for that client for all Ryan White Services programs.

II. Application Procedure

- A. All clients must be evaluated for eligibility by a Medical Care Manager when the initial application is submitted.
- B. All Clients must be recertified semi-annually (per HRSA policy).
- C. Recertification forms must be sent to Tennessee Department of Health, HIV Drug Assistance Program Coordinator.
- D. Recertification should occur on, or close to, the client's original application date, and approximately six (6) months later.
- E. A list of clients due recertification will be sent to all Medical Care Managers each quarter.
- F. Recertification may occur forty-five (45) days prior to the due date up to forty-five (45) days after due date. The next recertification will be due in six (6) months.
- G. If a recertification form is not received within sixty (60) days following the due date, the client will be disenrolled, and the pharmacy will be notified that the client is no longer on the program.

III. Reconsideration of Denial/Appeal Process

If a client believes that their Medical Care Manager has made an error in determining that they do not meet eligibility criteria, they may request reconsideration of the decision. The client must submit a written appeal request to their Medical Care Manager's supervisor, explaining why they believe they meet the eligibility requirements listed in this policy. The eligibility requirements are not appealable, only the accuracy of the



eligibility determination. The final level of appeal will be to the state Ryan White Services Director.

Requests for reconsideration must be submitted within twenty-one (21) calendar days of denial or removal. A decision will be made within fourteen (14) of the request for reconsideration. Review is limited to eligibility determination. Decisions are final.



Tennessee Ryan White Part B Program CONFIRMATION OF SUPPORT LETTER

Date: _____

Name of applicant: _____

Address of Applicant _____

If you are being supported with room and board, rent/mortgage assistance, food/groceries, clothing, etc., please have the person(s) providing that support verify the information below with a signature.

I/We have been providing support for the person named above and, to the best of my/our knowledge, declare that this person has no other primary means of support. I/We have provided support since

Date

Provider's Signature

Telephone number

Relation to applicant
(e.g., Parent, friend, shelter etc.)

Address

Applicant's Signature

Medical Care Manager Statement

I, _____, to the best of my knowledge, declare that this person has no other primary means of support.

Medical Care Manager's Signature

***NOTE*:**

If applicant has no means of support, please write a brief summary noting the current living conditions/arrangements that apply:



ATTACHMENT - 4



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
HIV/AIDS/STD Program
CORDELL HULL BUILDING, 1st FLOOR
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

PROOF OF HIV REQUIREMENTS

Purpose

The purpose of this policy is to establish eligibility guidelines and procedures to be utilized when verifying HIV status for clients for Tennessee Part B Programs.

I. Requirements

To be deemed eligible for coverage by state Ryan White Services Programs a recipient must have documentation of a medical diagnosis of HIV disease with a laboratory test documenting confirmed HIV infection.

A. One of the following is considered acceptable proof:

- A positive HIV sero-status confirmed by a Western Blot assay;
- Laboratory results showing a detectable viral load ;
- A letter, office note or discharge summary signed by a licensed physician documenting HIV or AIDS as a diagnosis may be used temporarily until one of the first two described lab results can be obtained.

B. For exposed infants of HIV positive mothers, documentation of the mother's HIV positive status is considered acceptable proof.

C. Children age 1 year or older must meet the same criteria for proof of HIV as listed above.



ATTACHMENT - 5



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
HIV/AIDS/STD Program
CORDELL HULL BUILDING, 1st FLOOR
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

RESIDENCY REQUIREMENTS

Purpose

The purpose of this policy is to establish eligibility guidelines and procedures to be utilized when verifying residency for clients for Tennessee Part B Programs.

I. Requirements

To be deemed eligible for coverage by state Ryan White Services Programs a recipient must have documentation to verify Tennessee as their home.

1. Photo identification plus one of the following is considered acceptable proof:

- One Photo Identification (required)
 - Valid Drivers License
 - State Identification Card
 - Valid Student Identification Card from State College/University
- Mortgage or Rental Lease agreement in recipient's name
- Tennessee utility bill in recipient's name and address
- Letter from a verifiable homeless shelter or community center serving homeless individuals with clear identification and verification of residency
- Mail postmarked within the last 30 days and delivered to recipient's street address.
 - HDAP medications may be sent to a Post Office Box in Tennessee; however, a P.O. Box alone is not acceptable as proof of residency, when applying for Ryan White Part B Services.
 - If a physical location where the client may be located is not available, then one of the other methods of proving residency, listed above must be met.
 - Rural box numbers are acceptable, because they denote a physical location.
- Property Tax Receipt or W-2 from for previous year
- Unemployment Document with Address
- Lawful Permanent Residency ('green card')



- United States Visa – Immigrant
 - Prison records (if recently released)
2. Clients living within the Memphis Transitional Grant Area (TGA), who reside outside Tennessee, may be eligible for Part A programs, but not Tennessee Ryan White Part B Services; they must seek coverage for those services from their home state.
 3. For Part B Regional Programs, i.e., Dental, the County and State of residency must be reported.



ATTACHMENT - 6



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
HIV/AIDS/STD Program
CORDELL HULL BUILDING, 1st FLOOR
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

2009 Federal Poverty Guidelines

Following are the Federal Poverty Levels for all 48 Contiguous states and the District of Columbia. This excludes Hawaii and Alaska. These should replace any poverty guidelines formerly used.

MONTHLY

Family Size	100%	200%	300%
1	\$903	\$1,806	\$2,709
2	\$1,214	\$2,428	\$3,642
3	\$1,526	\$3,052	\$4,578
4	\$1,838	\$3,676	\$5,514
5	\$2,149	\$4,298	\$6,447
6	\$2,461	\$4,922	\$7,383
7	\$2,773	\$5,546	\$8,319
8	\$3,084	\$6,168	\$9,252

For family units with more than 8 members, add \$312 for each additional family member.

ANNUAL

Family Size	100%	200%	300%
1	\$10,830	\$21,660	\$32,490
2	\$14,570	\$29,140	\$43,710
3	\$18,310	\$36,620	\$54,930
4	\$22,050	\$44,100	\$66,150
5	\$25,790	\$51,580	\$77,370
6	\$29,530	\$59,060	\$88,590
7	\$33,270	\$66,540	\$99,810
8	\$37,010	\$74,020	\$111,030

For family units with more than 8 members, add \$3,740 for each additional family member.



ATTACHMENT - 7



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
Ryan White Services Program
CORDELL HULL BUILDING, 4th FLOOR
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

INCOME DETERMINATION

Purpose

The purpose of this policy is to establish eligibility guidelines and procedures to be used when determining income eligibility for clients for Tennessee Part B Programs.

I. Requirements

To be deemed eligible for coverage by State Ryan White Services Programs a recipient must have a gross household income (before taxes and deductions) at or below 300% of the Federal Poverty Level (FPL).

The Federal Poverty Guidelines provide a measure of poverty. They are updated annually in the Federal Register by Health and Human Services (HHS). The guidelines are a simplification of the poverty thresholds when determining financial eligibility for certain Federal, State, and Local programs. For general questions about the Federal Poverty Level (FPL), visit the internet site at <http://aspe.hhs.gov/poverty>.

The following items are the documentation needed to determine income:

- Pay stubs for the last two months of pay periods (i.e., weekly, bi-weekly, monthly) showing income before taxes and deductions.
- Copy of most recent Federal Income Tax Return (1040, 1040A, 1040EZ) using Gross Income line, (unless self-employed) or W-2 form.
- If self-employed, copy of 1040 Form for previous year with corresponding attachments (Schedule C or Schedule SE)

Note: Applicant's income will be determined by taking their total income (gross income line on Federal Income Tax Return) and subtracting, one-half of self-employment tax (line 27), Self-employed SEP, SIMPLE, and qualified plans (line 28), and Self-employed health insurance deduction (line 29) (if applicable).

Note: Medical Care Managers may require client's to request a copy of their tax return through the IRS, utilizing Form 4506, Request for Copy of Tax Return. The URL is <http://www.irs.gov/newsroom/article/0,..id=148237.00.html>



Note: A client may not count Insurance Assistance Program (IAP) payment of premiums, co-pays and deductibles as a deduction on his/her federal income tax return and use it to reduce total income to qualify for the Ryan White Services programs.

- A signed and dated employer statement on company letterhead (if applicable) stating name of applicant, providing income information, (i.e., defining pay period, salary per pay period, rate of hourly pay, number of hours normally worked per pay period, etc.), a phone number and whether applicant is currently receiving or is eligible to receive health benefits from employer.
- For fixed income applicants, a letter or benefits statement from originating source, showing the amount of benefits and frequency received (Social Security, Private Disability, Retirement, Unemployment, etc.).
- Letter from the Department of Human Services (DHS), showing calculated income (and frequency received) and/or resources.
- Statement of Direct Deposit, clearly indentifying the source, as long as the gross income is reflected.
- For applicants claiming to have zero income, a Letter of Support from whoever is providing their food, clothing and housing. A personal letter will suffice, or the Medical Care Manager may use the Letter of Support Form found in Appendix F in the Medical Care Management Manual. The MCM may also satisfy this requirement by preparing a Memo for Record, stating that he/she has personal knowledge that the client has no income, e.g., a homeless person.

* Dependent children residing outside the client's home may be counted, if the client can produce evidence of court ordered child support.

II. Determining Household Income

Household income is defined as income received by the applicant from all sources. The total amount of income from **all counted household members** is calculated on a monthly basis. The PH-3716 will calculate the annual income amount.

Regardless of the date an applicant/client presents for eligibility determination or re-certification, two months of current (60 days prior to application or re-certification) pay stubs allow for income to be counted and projected forward to an annualized salary; however, flexibility can and should be taken into account if applicant was unemployed, just started employment or is missing a couple of pay stubs from the two-month cycle if the applicant has the most recent and consecutive pay stubs showing year-to-date (YTD) amounts.

Income also includes items which generate funds and may be counted as income. *For example, a second home rented out generates income.*



How to Calculate Income

Because applicants/recipients get paid in differing pay cycles, calculating income can be a challenge.

Examples:

Weekly (every week/52 pay checks)

- Applicant/recipient is paid every Friday throughout the year.
 - Monthly income - gross amount listed on the paycheck, multiply by 52 weeks/pay periods in one year, divide by 12 months = monthly income
 - Example: $\$500 \times 52 \div 12 = \$2,166.67$

Bi-weekly (every two weeks/26 pay checks)

- Applicant/recipient is paid every other Friday throughout the year.
 - Monthly income - gross amount listed on the paycheck, multiply by 26 pay periods in one year, divided by 12 months = monthly income
 - Example: $\$1,500 \times 26 \div 12 = \$3,250$

Bi-monthly (two times a month/24 pay checks)

- Applicant/recipient is paid on the 15th and last day of the month throughout the year.
 - Monthly income - gross amount listed on the paycheck, multiply by 24 pay periods in one year, divided by 12 months = monthly income
 - Example: $\$1,000 \times 24 \div 12 = \$2,000$

Self-employed

- Applicant/recipient is self employed and presents IRS 1040 form from previous tax year.
 - Monthly income - use the Adjusted Gross income on line #35, divide by 12 months = monthly average for income
 - Example: $\$48,000 \div 12 = \$4,000$

NOTE: Using adjusted gross income allows adjustment for Profit/Loss from a Business, self-employment tax, etc.

Circumstances may vary based on the availability of documentation.

Year – to – date – using one pay stub

- Applicant/recipient has only one pay stub available to calculate monthly income.
 - Monthly income - Use YTD gross amount from paycheck. Calculate the income by dividing the YTD income by the number of weeks/months paid to date to determine pay per week or month and multiply by number of weeks/months to get annual income. Divide by 12 months = average monthly income.
 - Bi-weekly Example: $\$19,055 \div 39 = \$488.59 \times 52 = \$25,406.67$
 - Bi-monthly Example: $\$19,055 \div 18 = \$1,058.51 \times 24 = \$25,406.67$
 - Monthly Example: $\$19,055 \div 9 = \$2,117.22 \times 12 = \$25,406.67$



Variable income based on tips

- Applicant/recipient works in an industry and income varies based on tips earned.
 - Monthly income - Use the gross amount from several paychecks (minimum of two). Add the gross amount from the number of pay stubs and divide by the number of weeks to determine the weekly average, multiply by 52 weeks, divide by 12 months = average monthly income.
 - Example: 4 paycheck stubs that represent 8 weeks worth of work, add gross amount of the 4 paychecks and divide by 8 for a weekly average. Multiply by 52 weeks, divide by 12 months = equals average monthly income.

Example: \$550 – weeks 1 – 2

\$650 – weeks 3 – 4

\$600 – weeks 5 – 6

\$400 – weeks 7 – 8

\$2,200 – total on 4 pay check stubs

$\$2,200 \div 8 = \275 per week

$\$275 \times 52 = \$14,300$

$\$14,300 \div 12 = \$1,191.67$ – average monthly income



Income Calculation Worksheet - Example

Microsoft Excel - Income worksheet1

File Edit View Insert Format Tools Data Window Help Adobe PDF

Arial 10 B I U \$ % +.00 -.00 75%

110

Income Calculation Worksheet

Date	HDAP #	Name Last	Name First							
Payroll Frequency		Number of Times Paid Per Year								
Paid Every Week		52								
Paid Every Two Weeks		26								
Paid Two Times A Month		24								
Paid Every Month		12								
Household Member Name	Income Source	Times paid per Year	Gross Income Amount				Average Income	Annual Income		
			You must put something in every Check column							
			Check 1	Check 2	Check 3	Check 4	\$ -	\$ -		
							\$ -	\$ -		
							\$ -	\$ -		
							\$ -	\$ -		
							\$ -	\$ -		
							\$ -	\$ -		
Total Household Income							\$	-		

Household Member Name	Income Source	Weeks paid to date	Year-to-date Income Amount (if available)	Average weekly income	Annual Income
				#DIV/0!	#DIV/0!
				#DIV/0!	#DIV/0!
				#DIV/0!	#DIV/0!
				#DIV/0!	#DIV/0!
				#DIV/0!	#DIV/0!
				#DIV/0!	#DIV/0!
Total Household Income					#DIV/0!

Sheet1/

Draw AutoShapes

Ready

start AUDITS 4 Novell GroupWise ... Microsoft Excel - Inco... Search Desktop



Instructions for Income Calculation Worksheet

Section 1

1. **Date** – self-explanatory.
2. **HDAP number** – enter the number assigned by the Ryan White program in this field.
3. **Last Name** – Enter the applicant’s last name.
4. **First Name** – Enter the applicant’s first name.
5. **Household Member Name** – List each household member’s name if that person’s income will be listed on the worksheet.
6. **Income Source** – List the name of the company, federal agency, etc.
7. **Times paid per year** – Review the paystub to determine payroll frequency and list number.
8. **Gross Income Amount** – Enter the amount listed as gross on the paystub. An amount needs to be entered into each cell. Amounts may be repeated so all cells have data entered. Data will need to be entered for each job for each person in the household.
9. **Average Income** – Amount will be automatically calculated.
10. **Annual Income** – Amount will be automatically calculated.
11. **Total Household Income** - Amount will be automatically calculated.

Section 2

1. **Household Member Name** – List each household member’s name if that person’s income will be listed on the worksheet.
2. **Income Source** – List the name of the company, federal agency, etc.
3. **Weeks paid to date** – Review the paystub to determine number of weeks and list number.
4. **Year-to-date Income Amount** – List the amount shown on the paystub.
5. **Average Weekly Income - Amount** will be automatically calculated.
6. **Annual Income** – Amount will be automatically calculated.
7. **Total Household Income** - Amount will be automatically calculated.



ATTACHMENT - 8



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
HIV/AIDS/STD Program
CORDELL HULL BUILDING, 1st FLOOR
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

HOUSEHOLD SIZE DETERMINATION

Purpose

The purpose of this policy is to establish eligibility guidelines and procedures to be used when determining household size for clients for Tennessee Part B Programs.

I. Determining Household Size

A household is a domestic establishment which includes the applicant, members of his/her family and others who live under the same roof. The size of the household used in determining the applicant's FPL will not necessarily include everyone in the home.

Total number in household is total number of the *legal household* and consists of:

- the primary applicant
- legal spouse
- children of the primary applicant and/or his/her legal spouse under the age of 18 OR children up to the age of 23 if children are still in school (including college) OR minor children not living in the home but one parent in the home is legally ordered to pay child support for.

Two or more legally unrelated adults living under the same roof are each considered separate legal households of one. When the legal household has one or more dependents, complete the "Household Addendum to Application for Ryan White Part B Covered Services" for the documentation of *affected family members*.



ATTACHMENT 9

**RYAN WHITE SERVICES
INSURANCE ASSISTANCE PROGRAM APPLICATION**

Applicant Name _____ SSN _____

County of Residence _____ Region _____

Medical Care Manager _____ Phone (____) _____-

Name of Insurance Carrier _____

Primary Insured Person _____ # of Covered Dependents _____

Primary Insured's Info (if different than applicant) SSN _____ DOB _____

Individual ID # _____ Group ID # _____

Effective Date of Policy _____ If COBRA, effective date of COBRA _____

Customer Service # (____) _____-_____ Other Contact # (____) _____-_____ (i.e., COBRA Administrator)

Policy Classification (check one): __INDIVIDUAL __GROUP	Status of Policy (check one): __ONGOING __COBRA	Check if __TennCare __other Public Policy
--	--	--

MEDICAL COVERAGE INFORMATION

General Indemnity Policy		<i>(2nd column – for managed care policies)</i> PPO _____ HMO _____ Other _____		(Check to cover by IAP)
Monthly Premium Amount	\$ _____	Monthly Premium Amount	\$ _____	_____
Annual Deductible	\$ _____	Office Visit Co-pay (Primary)	\$ _____	_____
Co-insurance	_____ %	Office Visit Co-pay (Specialty)	\$ _____	_____
Maximum Annual Out of Pocket (OOP) Expense.	\$ _____	Emergency Room Co-pay	\$ _____	N/A
Lifetime Maximum Benefit	\$ _____	Inpatient Co-pay	\$ _____	N/A
		Maximum annual OOP expense	\$ _____	N/A
		Lifetime Maximum Benefit	\$ _____	N/A

PRESCRIPTION MEDICATION COVERAGE

Generic Co-Insurance	_____ %	Generic Co-pay	\$ _____	_____
Preferred Brand Co-Insurance	_____ %	Preferred Brand Co-pay	\$ _____	_____
Other Brand Co-Insurance	_____ %	Other Brand Co-pay	\$ _____	_____

MENTAL HEALTH COVERAGE

Outpatient Visit Co-Insurance	_____ %	Outpatient Visit Co-pay	\$ _____	_____
Inpatient Co-Insurance	_____ %	Inpatient Co-pay	\$ _____	N/A

DENTAL COVERAGE

Preventive Co-Insurance	_____ %	Preventive Co-pay	\$ _____	_____
Basic Co-Insurance	_____ %	Basic Co-pay	\$ _____	_____
Major Restorative Co-Ins	_____ %	Major Restorative Co-pay	\$ _____	_____

VISION COVERAGE

Refractory Exam Co-Ins	_____ %	Refractory Exam Co-pay	\$ _____	_____
Frames/Lens/Contacts Co-Ins	_____ %	Frames/Lens/Contacts Co-pay	\$ _____	_____

DEPENDENT INFORMATION

NAME	SSN	DOB
1. _____	_____	_____
2. _____	_____	_____



- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

*If more than 8, check here _____ and use separate sheet to list NAME, SSN, and DOB.
 Is the policy under a pre-existing condition clause? _____. If so, when will the clause expire? _____
 Yes / No

List Date _____

Does policy have any type exclusions or limited benefits for HIV/AIDS? _____. If so, describe: _____
 Yes / No

PREMIUM PAYMENT ADDRESS

_____ COBRA Administrator _____ Insurance Carrier _____ Employer / Benefits Administrator
 Name _____
 Mailing Address _____
 City _____ State _____ Zip _____

CERTIFICATION STATEMENT

I certify the information given above is true and correct to the best of my knowledge. While participating in the Insurance Assistance Plan, I agree to report any changes in my coverage, the cost of my coverage, my address and contact numbers, and/or my income to my Medical Care Manager as soon as I am aware of such changes.

I give permission to my Medical Care Manager (MCM) and the State Ryan White Part B IAP Benefits Management Contractor to discuss and share information regarding my eligibility for assistance through this Plan. I further give permission to my MCM and the IBMC to contact my physician, my Health Insurance Administrator, and/or my insurance carrier for the purpose of determining my eligibility to participate in the Ryan White Services Insurance Assistance Plan (IAP). I understand that payment of premiums, co-insurance, and/or copayments through this plan is contingent upon availability of funds through the Ryan White Care Act – Part B grant.

I have received a copy of the "Clients Rights and Responsibilities" and understand that this information is part of this agreement.

Signature of Applicant _____
Date

I certify that I have verified the information given above to be correct as of the date of verification and that the following documentation is on file... 1) proof of HIV positive status, 2) proof of Tennessee Residency, and 3) proof of income. I further certify that the applicant qualifies for assistance through the Ryan White Services Insurance Assistance Plan beginning *_____.

Medical Care Manager Signature _____
Date

*Beginning date of assistance can be up to 3 months retroactive if the policy is currently in effect.



**RYAN WHITE SERVICES
INSURANCE ASSISTANCE PROGRAM**

CLIENT RIGHTS AND RESPONSIBILITIES

1. Individuals receiving premium, deductible, and / or co-payments through the Insurance Assistance Program (IAP) must:
 - Provide any information essential to the function of the IAP in order maintain and utilize the applicant's individual insurance coverage.
 - Consent to allow the Medical Care Manager (MCM) and / or State IAP Benefits Management Contractor (IBMC) and / or the Department of Health, Insurance Assistance Program Coordinator, to communicate through correspondence, telephone, electronic mail, and face-to-face interviews with the clients' individual provider of services about any invoice submitted for payment.
 - Provide all documentation required by the MCM for the purpose of determining eligibility.

2. I understand:
 - That I must be recertified at a minimum of every six months.
 - That it is my responsibility to maintain contact with my insurance company to verify that my premium has been paid and is up to date.
 - The IAP is not an entitlement and therefore, not guaranteed.
 - The IAP Benefits Management Contractor (IBMC) is not responsible for loss of insurance coverage of the applicant.
 - If I am denied coverage or if coverage is terminated, there is no appeal process. I further understand that I would not be eligible to return to the IAP until the beginning of the next Ryan White grant year.
 - There is no guarantee that I will receive services, but that the MCM and IAP Benefits Management Contractor (IBMC) will try to ensure payment of premiums in a timely manner.
 - I am responsible for providing insurance premium invoices to the IBMC upon receipt from the insurance company / TennCare.
 - Failure to comply with any of the requirements listed on this document is grounds for termination from the IAP.

3. I agree to cooperate with my MCM by keeping him/her informed of my situation as it pertains to income, residency, employment, housing, marital status, address, etc, and will tell my MCM of any changes to my situation within seven (7) days.

Printed name of client

Signature of client

Date



**Detailed Instructions for completing PH-3716, Version 1.0
Revised 2/08**

Please Input Data on Patient Tab Worksheet ---- “Fields in RED are Required Fields”

Cell	Instructions for completing requested data
Patient ID	This number will be automatically added by the computer at HDAP. This number will be provided to the MCM by program staff.
Status	Click on field for drop down list. Choose the appropriate status (new, recertify, etc.)
Reason	Click on field for drop down list. Choose the appropriate status (new, recertify, etc.)
Region	Information does not need to be entered.
Approval Date	Information to be provided/entered by program staff. If known (on recertification), MCM can enter.
First Name	Enter client’s first name.
Middle Name or Initial	Enter client’s middle name or initial.
Last Name	Enter client’s last name.
Social Security Number	Enter client’s nine digit SS#. Example- 999999999.
Address 1	Enter the clients Primary Address (house number and street name).
Address 2	Enter the Secondary Address, if applicable (may contain apartment number, building name, etc., but will usually be left blank).
Date of Birth	Enter the client’s date of birth in the month/day/year format. Example - mm/dd/yyyy.
City	Enter the client’s city of residence.
County	Enter the client’s county of residence.
State	Enter the client’s state of residence.
Zip Code	Enter the client’s five digit zip code (example 99999).
Phone	Enter the client’s ten digit phone number with no hyphens or spaces (example 9999999999).
Gender	Enter the appropriate gender: male, female, transgender.
Ethnicity	Click on field to see drop down list. Please select the appropriate ethnicity. Hispanic is not a race.
Race	Click on field to see drop down list. Both ethnicity and race must be filled in. If the client is of Hispanic decent, you mark indicate so in the Ethnicity space and then indicate race (Black, White, etc.).
Marital Status	Click on field to see drop down list. Click on the appropriate response.
VA Eligibility	Click on field to see drop down box. Click on the appropriate response.
Income	Click on field to see drop down box. Click on the appropriate response.
Medical Insurance	Enter the client’s medial insurance information.
Effective Date	The MCM will enter this date. It is the date the form submitted to HDAP. Use the month/day/year format: mm is the two digit number for the current month, dd is the two digit number for the current day, and yyyy is the four digit year. Example - 01/22/2008 is the correct way to enter January 22, 2008.
Housing Status	Click on field to see drop down list. Click on the appropriate response.
Clinical Status	Click on field to see drop down list. Click on the appropriate diagnosis.
Proof of Patient’s	Click on field to see drop down list. Click on the appropriate response.



HIV status on file	
Total in household	Enter the client's total family size, including the client.
Recent CD4	If information is not readily available on a new patient, put a 0 in the blank but please send it to program staff as soon as available. This blank MUST be filled in on a recertification. The CD4 Count number is usually found in the client's medical record or from a clinical lab report on this client.
CD4 MO/YR	Enter the latest dated CD4 count reported by the lab. Use the month/year format.
Viral Load	If information is not readily available on a new patient, put a 0 in the blank but please send it to program staff as soon as available. This blank MUST be filled in on a recertification. The viral load number is usually found in the client's medical record or from a clinical lab report on this client.
Viral Load MO/YR	Enter the latest dated viral load reported by the lab or found in the client's medical record. Use the month/year format.
Applied for TennCare	Click on field to see drop down list. Enter the appropriate response.
If yes, date	Enter the effective date of TennCare coverage, if applicable. Use the month/day/year format.
If no, reason	Enter the reason why TennCare was not applied for.
Parent First Name	For minors or Medical Power of Attorney, if applicable. Enter the first name of parent or person given Medical Power of Attorney.
Parent Middle Initial	For minors or Medical Power of Attorney, if applicable. Enter the middle initial of parent or person given Medical Power of Attorney.
Parent Last Name	For minors or Medical Power of Attorney, if applicable. Enter the last name of parent or person given Medical Power of Attorney.
Applicant Total Annual Gross Income	Calculation will be determined by system, if completed information is entered into Monthly Gross Income cell.
Amount of Monthly Gross Income from Wages, AFDC, Social Security, Other:	Enter the monthly amount from documentation provided by client and based on calculations from the Income Calculation Worksheet.
Applicant Available Resources:	Enter the amount from documentation provided by client.
Number:	Enter the unique 3 character MCM number, which has been assigned to each MCM.



Filezilla Instructions

1. Fill out the PH3716 and save it to a file named "Month File". Save/name the file as follows:

HDXXXXXXXX_YMMMDD

SSN

Year Month Day

↑ ↑ ↓
09 11 16

The screenshot shows a Microsoft Excel spreadsheet titled "Microsoft Excel - Ph3716". The spreadsheet contains a form with the following visible text:

- Row 34: First Name, MI, Last Name
- Row 35: (NOTE: If the applicant is a minor, print parent or legal guardian's name)
- Row 36: 2. Applicant total Annual gross Income: \$ 1,200.00
- Row 37: (Empty)
- Row 38: NOTE: If you are 18 or over, this is your income plus the income of your spouse and/or dependents living in the same household.
- Row 39: For applicants under 18, income is defined as the applicant's income plus income of parent(s) or legal guardian(s) with whom the applicant resides)
- Row 40: (NOTE: A family consists of a parent(s) or legal guardian(s) and one or more children under 18 years of age, or being a full-time college student less than 23 years of age, or court ordered dependents)
- Row 41: (Empty)
- Row 42: (Empty)
- Row 43: 3. Amount of monthly gross income from wages: \$ 100.00 AFDC _____
- Row 44: Social Security: Other _____ Other _____
- Row 45: (Empty)
- Row 46: 4. Applicant Available _____
- Row 47: (NOTE: Resources include _____ bonds, or certificate
- Row 48: of deposit Household resources _____
- Row 49: I certify that the information _____
- Row 50: that if prescriptions are not _____
- Row 51: IAP, and/or Medical Service _____
- Row 52: manager, or designee, case _____
- Row 53: Nashville/Davidson County _____
- Row 54: submitted on my behalf in _____
- Row 55: _____
- Row 56: _____
- Row 57: _____
- Row 58: _____
- Row 59: Number: 11 _____
- Row 60: _____
- Row 61: _____

The "Save As" dialog box is open, showing the file name "HD123456789_091116" and the save location "NOVEMBER 11". The file type is "Microsoft Office Excel Workbook".



2. Save it to the Send folder.

The screenshot shows a Microsoft Excel window titled "Microsoft Excel - HD123456789_091116". The spreadsheet contains the following text:

40 (NOTE: A family consists of a parent(s) or legal guardian(s) and one or more children under 18 years of age, or being a full-time college student less than 23 years of age, or court ordered dependents)

41

43 3. Amount of monthly gross income from wages: \$ 100.00 AFDC _____

44 Social Security: _____ Other: _____ Other: _____

46 4. Applicant Available resources: _____

47 (NOTE: Resources include cash on hand, money in checking and/or savings accounts, or resources that can be quickly converted to cash, such as stocks, bonds, or certificates of deposit. Household resource value cannot exceed \$8,000)

48

50 I certify that the information provided is true and accurate to the best of my knowledge and belief. I also understand that I must be recertified every six months. I acknowledge that if prescriptions are not refilled within 60 days of the refill cycle, I may be terminated from the program. I agree to immediately inform my Medical Care Manager, HDAP, IAP, and/or Medical Service manager, or designee, case manager, medical case manager, or designee, of any change in my medical case status so that my status can be updated.

52

53

54

55

56

57

58

59 Number: 11

60

61

62

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64

65

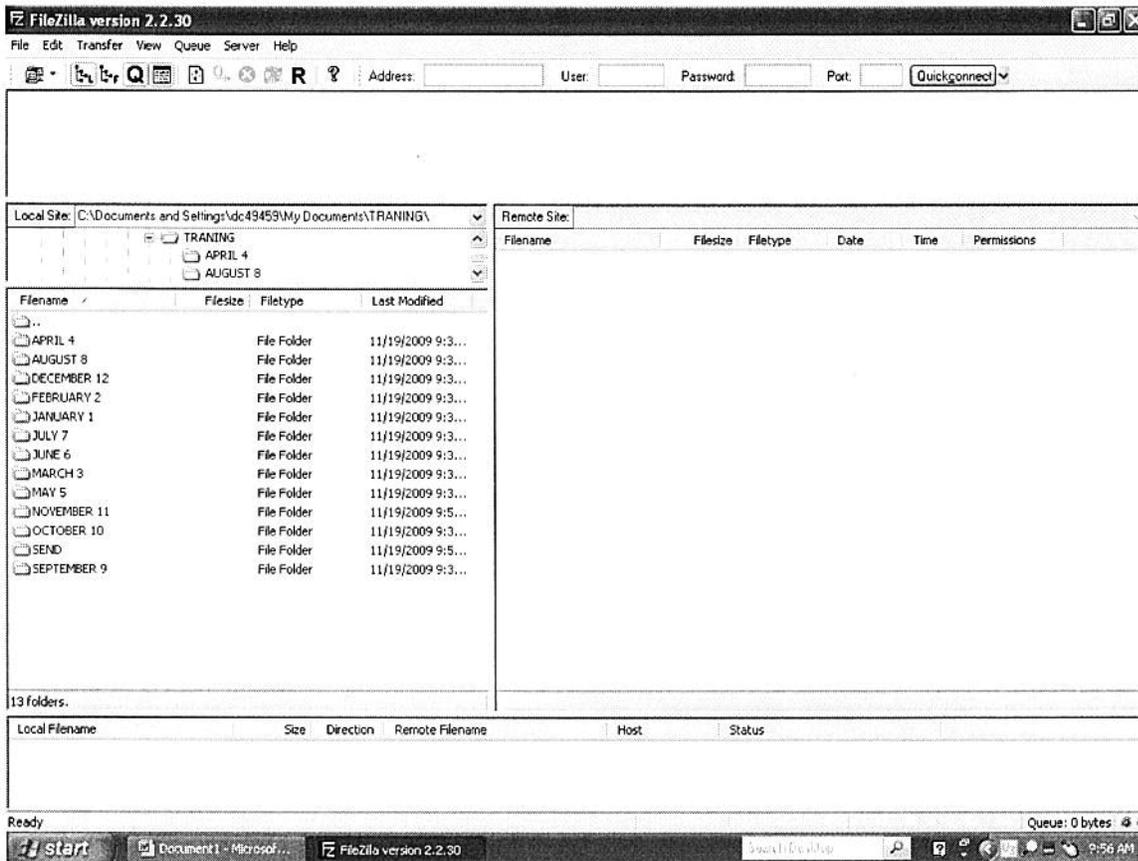
66

The "Save As" dialog box is open, showing the "SEND" folder. The file name is "HD123456789_091116" and the save type is "Microsoft Office Excel Workbook". The dialog box has "Save" and "Cancel" buttons.

The taskbar at the bottom shows the Start button, Microsoft Excel - HD1..., Document1 - Microsof..., and the system tray with the time 9:53 AM.



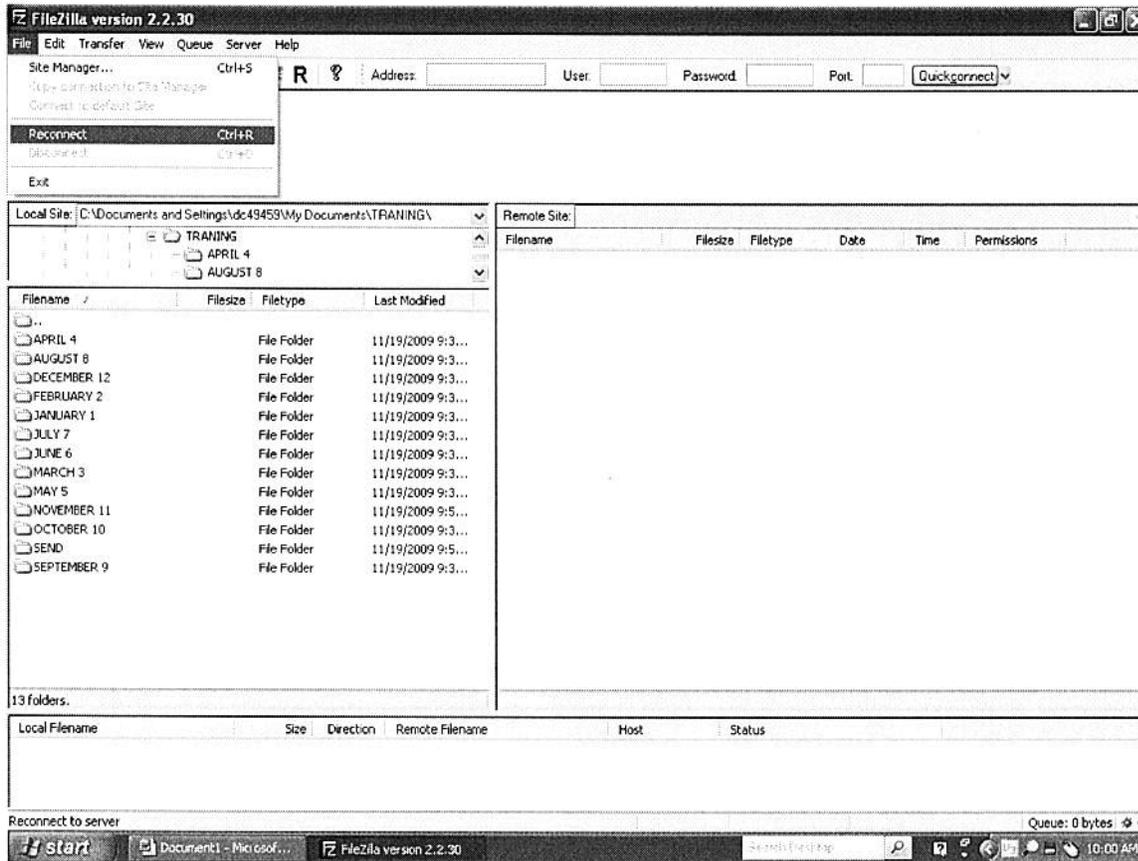
3. Close Excel and open Filezilla.





4. Go to the tool bar and click on **File**, then go down to **Reconnect** and click on it.

Note: Excel should not be open in the toolbar at the bottom of the screen.





5. Click two times (i.e., double click) on the **Ryan White** folder on the right side of the screen.

The screenshot shows the FileZilla interface connected to a remote site. The local site is 'C:\Documents and Settings\dc49459\My Documents\TRAINING\'. The remote site is '/'. The remote site's file list is as follows:

Filename	Filesize	Filetype	Date	Time	Permissions
..					
..					
ryan white		File Folder	11/19/2009	14:08	drwxr-xr-x

At the bottom of the FileZilla window, there is a status bar that reads 'Ready' and 'Queue: 0 bytes'. The Windows taskbar at the very bottom shows the time as 8:35 AM.



6. Click on your agency's folder two times (double click).

The screenshot shows the FileZilla FTP client interface. The title bar reads "FileZilla - Connected to New FTP site 3 (10.172.201.53)". The menu bar includes File, Edit, Transfer, View, Queue, Server, and Help. The address bar shows "Address: User: Password: Port: Quickconnect". The command window shows the following log:

```
Command: PASV
Response: 227 Entering Passive Mode (10,172,201,53;5,46)
Command: LIST
Response: 150 Connection accepted
Status: SSL connection established
Response: 226 Transfer OK
Status: Directory listing successful
```

The Local Site is "C:\Documents and Settings\dc49459\My Documents\TRAINING". The Remote Site is "/ryan white/". The Local Site view shows a tree structure with folders for months (APRIL 4, AUGUST 8, etc.) and a file "Fill out how to send file...". The Remote Site view shows a table of files:

Filename	Filesize	Filetype	Date	Time	Permissions
CCC		File Folder	11/20/2009	16:04	drwxr-xr-x

At the bottom, the status bar shows "Ready" and "Queue: 0 bytes". The Windows taskbar at the bottom shows the Start button, a search bar, and the system tray with the time "8:37 AM".



7. Open the **Send** folder.

FileZilla - Connected to New FTP site 2 (10.172.201.53)

File Edit Transfer View Queue Server Help

Address: User: Password: Port: Quickconnect

Response: 257 "/ryan.white/MUMC/" is current directory.
Command: PWD
Response: 257 "/ryan.white/MUMC/" is current directory.
Command: TYPE I
Response: 200 Type set to I
Command: TYPE I
Response: 200 Type set to I

Local Site: C:\Documents and Settings\dc43459\My Documents\TRAINING\

Remote Site: /ryan.white/MUMC/

Filename	Filesize	Filetype	Date	Time	Permissions
..					
RNT HDAP		File Folder	07/09/2009		drwxr-xr-x
RTN MS		File Folder	07/09/2009		drwxr-xr-x

Filename	Filesize	Filetype	Last Modified
..			
APRIL 4		File Folder	11/19/2009 9:3...
AUGUST 8		File Folder	11/19/2009 9:3...
DECEMBER 12		File Folder	11/19/2009 9:3...
FEBRUARY 2		File Folder	11/19/2009 9:3...
JANUARY 1		File Folder	11/19/2009 9:3...
JULY 7		File Folder	11/19/2009 9:3...
JUNE 6		File Folder	11/19/2009 9:3...
MARCH 3		File Folder	11/19/2009 9:3...
MAY 5		File Folder	11/19/2009 9:3...
NOVEMBER 11		File Folder	11/19/2009 9:5...
OCTOBER 10		File Folder	11/19/2009 9:3...
SEND		File Folder	11/19/2009 9:5...
SEPTEMBER 9		File Folder	11/19/2009 9:3...

Selected 1 folder. 2 folders.

Local Filename	Size	Direction	Remote Filename	Host	Status
----------------	------	-----------	-----------------	------	--------

Ready Queue: 0 bytes

start Documents1 - Microsoft... FileZilla - Connected t... Search Files Folder 10:04 AM



Note: The screen should appear as this.

The screenshot shows the FileZilla interface connected to 'New FTP site 2 (10.172.201.53)'. The command log shows the following sequence:

```
Response: 200 Type set to I
Command: TYPE I
Response: 200 Type set to I
Command: PWD
Response: 257 "/ryan.white/UMC/" is current directory.
Command: TYPE I
Response: 200 Type set to I
```

The local site is 'C:\Documents and Settings\dc49459\My Documents\TRAINING\SEND' and the remote site is '/ryan.white/UMC/'. The local site view shows a file named 'HD123456789_091116...' (614 KB, Microsoft Excel) and a folder 'SEPTEMBER 9'. The remote site view shows two folders: 'RNT HDAP' and 'RTN MS', both dated 07/09/2009 with permissions 'drwxr-xr-x'.

The status bar at the bottom indicates 'Selected 1 file with 628736 bytes.' and '2 folders.'.



8. Click and hold the folder needing to be sent, drag it to the other side, and drop it.

The screenshot shows the FileZilla interface with the following details:

- Title Bar:** FileZilla - Connected to New FTP site 2 (10.172.201.53)
- Menu Bar:** File Edit Transfer View Queue Server Help
- Address Bar:** Address: [empty] User: [empty] Password: [empty] Port: [empty] Quickconnect
- Command Log:**
 - Response: 200 Type set to A
 - Command: PWD
 - Response: 257 "/jryan.white/AUMC/" is current directory.
 - Command: REST 0
 - Response: 350 Rest supported. Restating at 0
 - Command: REST 0
 - Response: 350 Rest supported. Restating at 0
- Local Site:** C:\Documents and Settings\dc49459\My Documents\TRAINING\SEND
 - SEND
 - SEPTEMBER 9
 - Travel Claims
- Remote Site:** /jryan.white/AUMC/

Filename	Filesize	Filetype	Date	Time	Permissions
..					
RNT HDAP		File Folder	07/09/2009		drwxr-xr-x
RTH MS		File Folder	07/09/2009		drwxr-xr-x
- Local File List:**

Filename	Filesize	Filetype	Last Modified
..			
HD123456789_091116....	614 KB	Microsoft Excel ...	11/19/2009 9:5...
- Status Bar:** Selected 1 file with 628736 bytes. 2 folders.
- Bottom Panel:** Local Filename | Size | Direction | Remote Filename | Host | Status
- Taskbar:** Ready | start | Document1 - Microsof... | FileZilla - Connected t... | 10:07 AM

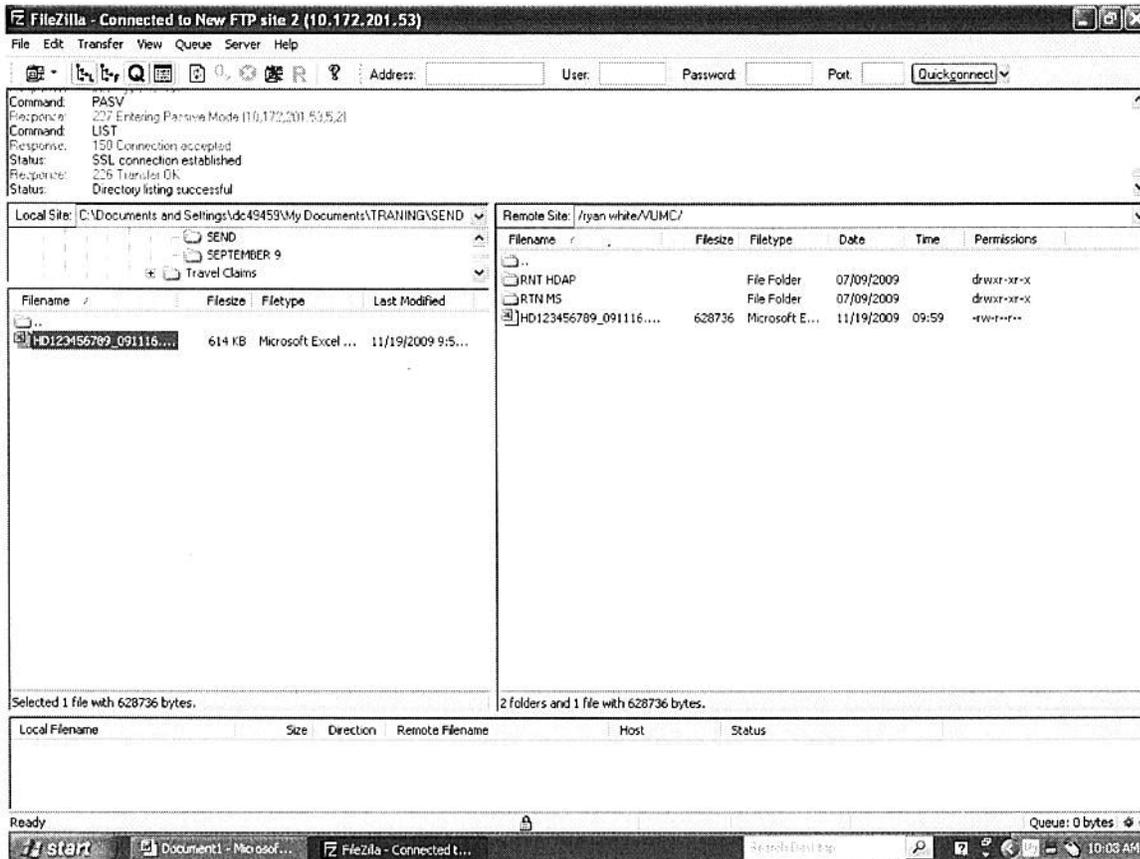
- The **file** should be seen on both sides of the screen. Look at the **file size** and insure that it is not **“0”** under **Filesize** or **“???”** under **Permissions**. If the screen shows either, this means that the file was **not transferred** properly. Note: the most common cause for the file not transferring is because the file was **left open on your desktop**.

If a file is moved and a message **“File already exists”** pops-up and **“OK”** is clicked, please insure that the file size is not **“0”** under **Filesize** or **“???”** under **Permissions**.

The screenshot shows the FileZilla interface connected to an FTP site. The local site is C:\Documents and Settings\vc49459\My Documents\TRAINING\SEND and the remote site is /ryan.white\UIMC/. The local site shows folders like SEND, SEPTEMBER 9, and Travel Claims, and a file HD123456789_091116.... with a size of 614 KB. The remote site shows folders RNT HDAP and RTN MS, and a file HD123456789_091116.... with a size of 628736 bytes and permissions -rw-r--r--.

Local Site	Remote Site																																
<table border="1"> <thead> <tr> <th>Filename</th> <th>Filesize</th> <th>Filetype</th> <th>Last Modified</th> </tr> </thead> <tbody> <tr> <td>HD123456789_091116....</td> <td>614 KB</td> <td>Microsoft Excel ...</td> <td>11/19/2009 9:5...</td> </tr> </tbody> </table>	Filename	Filesize	Filetype	Last Modified	HD123456789_091116....	614 KB	Microsoft Excel ...	11/19/2009 9:5...	<table border="1"> <thead> <tr> <th>Filename</th> <th>Filesize</th> <th>Filetype</th> <th>Date</th> <th>Time</th> <th>Permissions</th> </tr> </thead> <tbody> <tr> <td>RNT HDAP</td> <td></td> <td>File Folder</td> <td>07/09/2009</td> <td></td> <td>drwxr-xr-x</td> </tr> <tr> <td>RTN MS</td> <td></td> <td>File Folder</td> <td>07/09/2009</td> <td></td> <td>drwxr-xr-x</td> </tr> <tr> <td>HD123456789_091116....</td> <td>628736</td> <td>Microsoft E...</td> <td>11/19/2009</td> <td>09:59</td> <td>-rw-r--r--</td> </tr> </tbody> </table>	Filename	Filesize	Filetype	Date	Time	Permissions	RNT HDAP		File Folder	07/09/2009		drwxr-xr-x	RTN MS		File Folder	07/09/2009		drwxr-xr-x	HD123456789_091116....	628736	Microsoft E...	11/19/2009	09:59	-rw-r--r--
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10. At this point, a **picture** of the transaction can be **saved** by using the **Print Screen Key** on the key board, by minimizing Filezilla, opening a new Word document, clicking on Edit, **pasting and saving it in a new Word document.**





Check List for Re-Certification

Please complete this form as a step in the re-certification process. Form should be maintained in client's chart/record.

HDAP# _____

Client's Name: _____ DOB: _____

Please indicate any changes that have occurred and include appropriate documentation in client's chart/record.

- PHOTO ID
- PROOF OF TENNESSEE RESIDENCY
- PROOF OF CURRENT INCOME
 - Last 2 pay stubs
 - SSI OR SSDI award letter
 - Retirement Letter
 - Letter of Support

\$ _____ /MONTH \$ _____ /YEAR

FPL: 100% 200% 300%

- HOUSEHOLD INFORMATION
 - Total in household
 - Housing/living arrangements
- CONSENT TO RELEASE
- TENNCARE STATUS
- MEDICAL INSURANCE
- COPY OF INSURANCE CARD (if changed from last year)

Medical Care Manager

Date

MCM Number



ATTACHMENT - 11

Insurance Assistance Program

Procedures for Payment of Premiums and Co-Pays/Deductibles

- 1) Applications will be processed within five (5) working days of receipt of application and all required documentation. The client and Medical Care Manager (MCM) will be notified of approval and the date of the first premium payment(s). Only two months of premium payments may be paid without prior approval by the state.
 - A. The State IAP Benefits Management Contractor (IBMC) will call the Insurance Company to confirm payment address, premium due dates, premium amounts, co-pay amounts, annual deductible, annual out-of-pocket (if applicable) and the coverage period to which the deductible applies (this will be annual in most cases).
 - B. The monthly premium will be multiplied by the number of months remaining in the grant period. The total of the premiums will be subtracted from the annual maximum assistance per client as established by the Tennessee Department of Health.
- 2) If the policy allows for mail-order pharmacies, clients will be strongly encouraged to use one of these services. In situations where policies disallow use of a mail-order pharmacy or time constraints apply, receipts or another form of co-pay documentation from the pharmacist must be provided to the IAP Benefits Management Contractor (IBMC) (documentation should be faxed to IBMC if at all possible to expedite payment of the co-pay). Issuance of payment for the co-pay should be made by end of the next business day after the IBMC's receipt of the co-pay documentation. If co-pay documentation is received on a Friday all efforts should be made to issue a check by the end of the same business day so as to prevent possible lapse in the client's medication regimen. If available, approved payments via an IBMC credit card would assure this level of expediency.
- 3) Doctor's Offices should mail/fax bills directly to the IAP Benefits Management Contractor (IBMC) after filing with the primary insurance company. An EOB from the primary insurance company should accompany the doctor's bill in order for payment to be made by the IAP Benefits Management Contractor (IBMC).
 - A. When clients are approved for the program, the IBMC will provide the client with an Insurance Assistance Program ID Card, providing billing information. The client must present this card at their doctor's office to enable billing by the doctor and requisite payment of allowed co-pays and deductibles by the IBMC. In this effect, the IBMC will act as a Secondary Payer with the primary policy being the first line of payment. The Insurance Assistance Plan ID Card should include a benefits verification phone number in order to facilitate wider acceptance by doctor's offices.
 - B. All AIDS Centers of Excellence will be instructed by the Tennessee Department of Health to bill the IBMC for client's co-pays.
 - C. It is an expectation of the IAP that the majority of doctor's offices will bill for the co-pay and/or deductible amounts when presented with the client's Insurance Assistance Program ID Card. In situations where the doctor's office requires an upfront co-pay in spite of the presentation of the ID card, see #2 above, to allow for payment of doctor's office co-pays.



4) Once bills are received by the IAP Benefits Management Contractor (IBMC), the following steps should be followed:

- A. Client's eligibility will be confirmed as evidenced by an approved application.
- B. Client's file will be reviewed to ensure that their deductible has not been met for their specific policy year.
- C. Client's file will be reviewed to ensure that billed co-pay is as established by the client's policy.
- D. Client's file will be reviewed to ensure that payment doesn't exceed amount of assistance determined by procedure IB.
- E. All bills must be paid by the IBMC within 30 calendar days of receipt.
- F. The client and the MCM will be notified upon payment of a bill(s) that it has been paid (including date of payment) and the amount of co-pay/deductible assistance remaining available to the client (in essence, an EOB for the Insurance Assistance Program).



ATTACHMENT 12



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
HIV/AIDS/STD Program
CORDELL HULL BUILDING, 1st FLOOR
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

Ryan White Services
HDAP & IAP Waiting List Policy # 5 - 09
October 28, 2009

Purpose

The purpose of this policy is to establish guidelines and procedures for administering, transitioning to, and the execution, of a single Ryan White Part B HIV Drug Assistance Program (HDAP) and Insurance Assistance Program (IAP) Waiting List, caused by a funding shortfall. This will occur only after careful assessment of available resources, and exhaustion of viable cost saving measures. The Waiting List shall be managed by the Ryan White Program staff. This document is intended to help reduce confusion and frustration that is inherently part of any changes to a program. The primary roles and responsibilities have been outlined and step-by-step guidance is included. At this time the waiting list applies only to HDAP and IAP services. Until further notice, all other services will remain available.

I. Requirements

Upon Implementation of a Waiting List:

- A. New HDAP and IAP patients will be put on the waiting list in-accordance-with the procedures listed below:
 1. Responsibilities of the Medical Care Manager / Provider
 - a. All new applicants shall be screened for eligibility for any other HIV treatment programs such as the Veterans Administration, TennCare, etc., per current policies. Qualifying new clients must be approved for the HIV Drug Assistance Program (HDAP) or Insurance Assistance Program (IAP) by Ryan White staff and assigned a Ryan White Patient ID Number. This will be accomplished by the Medical Care Manager and State HDAP staff, in-accordance-with current policies and procedures.
 - b. Everyone who is ineligible for any other treatment program shall be placed on the Waiting List and be referred to Drug Manufacturer's Patient Assistance Programs (PAPs) according to the medications that the client is taking.



- c. Clients on the Waiting list shall still be eligible for Outpatient HIV clinic/ physician visits and Laboratory services.
2. Responsibilities of Ryan White Services HDAP Staff.
- a. Management of a Waiting List database spreadsheet.
 - b. Clients will be placed on the Waiting List according to their application date and times received, and remain on the list until either:
 - 1) The client's name moves to the top of the list and the client is moved into the appropriate program;
 - 2) The client becomes ineligible; or
 - 3) The client leaves the state.
 - c. All new approved applicants, applying for HDAP or IAP, will be added to the waiting list, including clients transferring from other states and those released from incarceration.
 - d. The Waiting List will be managed on a "first-come-first-served" basis, except for two Priority Groups: pregnant women and infants. Individuals on the ADAP Waiting List in one of these "Priority Groups" shall be provided with the following temporary emergency services while they remain on the Waiting List:
 - 1) Pregnant women shall be eligible for HDAP or IAP during pregnancy and up to 90 days post partum; and
 - 2) Infants up to one year of age shall be eligible for HDAP or IAP for up to 180 days of coverage.
 - e. Pregnant women's original application date will mark their place on the waiting list if they have not progressed to the top of the list by the time they are 90 days post partum.
- B. Please contact the Director of Ryan White Services, Tonya King, at 615-741-0237 if you have any questions or need further information.



ATTACHMENT - 13

RYAN WHITE SERVICES QUALITY ASSURANCE MONITORING TOOL INSURANCE ASSISTANCE PROGRAM (IAP) ADDENDUM

1. The Medical Care Managers (MCMs) conducting each of the Responsibilities of the MCMs as outlined in the IAP Guidance document.
 Yes No Comments

2. The State IAP Benefits Management Contractor (IBMC) conducting each of the responsibilities of the IBMC as outlined in the IAP Guidance document.
 Yes No Comments

3. Each client receiving services through the IAP is given a copy of the “Client Rights and Responsibilities” Document.
 Yes No Comments

4. Each client receiving services through the IAP is signing the informed consent form.
 Yes No Comments

5. Each client receiving services through the IAP meets the eligibility requirements outlined on page 14 of the IAP Guidance document.
 Yes No Comments

6. Have any clients been terminated from the IAP?
 Yes No Comments

7. The IBMC and MCM are submitting quarterly reports to Ryan White Services in a timely manner.
 Yes No Comments

8. The IBMC is operating the IAP funding allocation as outlined in the IAP Guidance document?
 Yes No Comments

9. The IBMC is paying approved insurance premiums, co-pays and deductibles in a timely manner.
 Yes No Comments

**RYAN WHITE
STATEWIDE INSURANCE ASSISTANCE PLAN
MONTHLY REPORT**



MONTH OF _____ GY 2014/15
Summary Cover Sheet

Total Clients	Gender	Total Race Breakout	Age of Current Clients	Poverty Level Current Clients
_____ Total with Premium _____	M: _____ F: _____ T: _____ U: _____	W: _____ B: _____ H: _____ A: _____ NH: _____ O/U _____ MR: _____ AI: _____	< 2 yrs: _____ 2-12 yrs: _____ 13-24 yrs: _____ 25-44 yrs: _____ 45-64 yrs: _____ > 65 yrs: _____	100% or less: _____ 101% - 200%: _____ 201% - 300%: _____
Total New Clients	Total New Gender	Race Breakout of New Clients	Age of New Clients	Poverty Level New Clients
_____	M: _____ F: _____ T: _____	W: _____ B: _____ H: _____ A: _____ NH: _____ AI: _____ MR: _____ O/U _____	< 2 yrs: _____ 2-12 yrs: _____ 13-24 yrs: _____ 25-44 yrs: _____ 45-64 yrs: _____ > 65 yrs: _____	100% or less: _____ 101% - 200%: _____ 201% - 300%: _____
		Premium: _____ Co-Pays: _____ Deductible: _____	Total IAP Award: _____	

Agency/Site: _____
PCO/Phone: _____
Date Received: _____

Person Preparing Report: _____
Date Submitted: _____
Received By: _____



**STATEWIDE INSURANCE ASSISTANCE PLAN
MONTHLY REPORT**

Demographic Analysis

REGIONAL SUBTOTALS FOR DIRECT INSURANCE ASSISTANCE-DOLLARS SPENT

	Middle Tennessee-TGA	Middle Tennessee-NON TGA	Southwest Tennessee	West Tennessee	Southeast Tennessee	East Tennessee	TOTAL
Premiums							
Copays							
Deductibles							
TOTAL							

REGIONAL SUBTOTALS FOR DIRECT INSURANCE ASSISTANCE-NUMBER OF CLIENTS SERVED

	Middle Tennessee-TGA	Middle Tennessee-NON TGA	Southwest Tennessee	West Tennessee	Southeast Tennessee	East Tennessee	TOTAL
Premiums							
Copays							
Deductibles							
BMS Only							
UNDUPLICATED							
Premiums ONLY							
Copays ONLY							
Deductibles ONLY							
Premiums/Copays ON							
Premiums/Deduct ON							
Copays/Deduct ONLY							
Received ALL three							
BMS Only							

DEMOGRAPHICAL ANALYSIS OF TOTAL CLIENT POPULATION

Gender	Ethnicity	Race	Age	Regional Distribution	Poverty Level	#	%
Males	Non-Hisp	White	<2 Yrs	Middle-TGA	Less than 100%		
Females	Hispanic	Black	2-12 Yrs	Middle-NON	101 to 200%		
Transgendered	Unknown	Asian	13-24 Yrs	Southwest	201 to 300%		
Unknown		Other	25-44 Yrs	West			
		Multiple	45-64 Yrs	Southeast			
		Unknown	>65 Yrs	East			
		Am. Indian					
		Pacific Islander					
		HISPANIC					
							100.00%

DEMOGRAPHICAL ANALYSIS OF NEW CLIENT POPULATION

Gender	Ethnicity	Race	Age	Regional Distribution	Poverty Level	#	%
Males	Non-Hisp	White	<2 Yrs	Middle-TGA	Less than 100%		
Females	Hispanic	Black	2-12 Yrs	Middle-NON	101 to 200%		
Transgendered	Unknown	Asian	13-24 Yrs	Southwest	201 to 300%		
Unknown		Other	25-44 Yrs	West			
		Multiple	45-64 Yrs	Southeast			
		Unknown	>65 Yrs	East			
		Am. Indian					
		Pacific Islander					
		HISPANIC					
							100.00%

DEMOGRAPHICAL ANALYSIS OF HISPANIC CLIENT POPULATION

Gender	Ethnicity	Race	Age	Regional Distribution	Poverty Level	#	%
Males	Non-Hisp	White	<2 Yrs	Middle-TGA	Less than 100%		
Females	Hispanic	Black	2-12 Yrs	Middle-NON	101 to 200%		
Transgendered	Unknown	Asian	13-24 Yrs	Southwest	201 to 300%		
Unknown		Other	25-44 Yrs	West			
		Multiple	45-64 Yrs	Southeast			
		Unknown	>65 Yrs	East			
		Am. Indian					
							100.00%



Quarterly Data Report

The following fields must be included in an Access database report, providing client level data to the State on a quarterly basis. The Health Resources and Services Administration (HRSA) requires a similar report semi-annually.

Client ID - (combination of 9 characters and digits)

Ryan White # - (7 digits)

URN (Unique Record Number – 12 space combination of letters and numbers assigned to each client by CAREWare, a software program provided by HRSA for tracking Ryan White client services.

Last Name

First Name

Middle Initial

Enroll Date

Enrollment Status

Date of Death

Year of Birth

Ethnicity

Race

Gender

If Transgender

% of Federal Poverty Level (FPL)

Housing Status

Zip Code

HIV/AIDS Diagnosis

Year AIDS

Risk

Insurance Co.

Insurance Co. 2

Region – Identify which of the State's five Ryan White Regions the client resides

FY 2014-15 Implementation Plan and Quarterly Report Form

**State of Tennessee
Insurance Assistance Program**

Program Area: Insurance Assistance-Part B		Nashville CARES, Inc.			
Service Goal: To provide insurance assistance services to _____ people with HIV/AIDS.					
Objective/s:	Service Unit Definition	Quantity:		Time Frame	FY 2014-15 Funds
		# People	# Payments		
1. Provide insurance premium assistance	Monthly premium				
2. Provide copays for Prescriptions	Payment				
2. Provide copays for Office Visits	Payment				
2. Provide deductibles for Prescriptions	Payment				
3. Provide deductibles for Office Visits	Payment				
4. Fee per Client per Month					
Unduplicated Clients					





ATTACHMENT 6

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA1440563
CONTRACTOR LEGAL ENTITY NAME:	Nashville CARES, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	621274532

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

CONTRACTOR SIGNATURE

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

JOSEPH INTERRUANTE, CEO

PRINTED NAME AND TITLE OF SIGNATORY

2/7/2014

DATE OF ATTESTATION

Document Approval Status

SetID:	SHARE	Contract ID:	000000000000000000040563
Vendor ID:	0000095113 Nashville Cares		

Review/Edit Approvers

Agency Approvals

Approved [View Comments](#)

Agency Approvals

Self Approved




✓ [Glenda S Case](#)
 Document Approval 1
 2/10/2014 - 4:11 PM

✓ [Glenda S Case](#)
 Document Approval 2
 2/10/2014 - 4:11 PM

CPO Level 1 & 2 Approval




✓ [Christopher Yarbrough](#)
 Document Approval 3
 2/14/2014 - 1:37 PM

✓ [Andrew Kidd](#)
 CPO Appr 2 level > \$5 Mill
 2/14/2014 - 1:40 PM

Approval Comment History

Mary Anne J Queen at 3/18/2014 - 1:21 PM
 Approval of the DGS CPO approved document is on behalf of the Comptroller pursuant to current signature authorization. Reviewed with Comptroller for final determination. The record is now set to On Hold. The record should remain On Hold until DGS CPO sets to Approved.

Christopher Oliphant at 3/11/2014 - 9:19 AM
 CPO Approval

Christopher Oliphant at 3/10/2014 - 5:03 PM
 CPO Approval

Glenda S Case at 2/10/2014 - 4:11 PM
 34349-65214 Ryan White IAP w/approved Non-Competitive Contract Request

CPO Director & Chief Proc Offi

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 CPO Approval - Director
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 CPO Approval

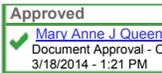
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CPO Approval

Christopher Oliphant at 3/10/2014 - 5:03 PM
CPO Approval

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CPO Approval

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