



October 26, 2017

Ms. Krista Lee, Executive Director  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Bldg.  
Nashville, TN 37243

RE: TennCare Amendments (6) for Fiscal Review Consideration

Dear Ms. Lee:

The Department of Finance and Administration, Division of TennCare, is submitting for consideration by the Fiscal Review Committee the following four (4) Managed Care Organization (MCO) amendments and two (2) service contract amendments for consideration by the Committee.

- (1) AMERIGROUP Tennessee, Inc. (Edison # 40180, amendment #7)
- (2) UnitedHealthcare Plan of the River Valley, d/b/a UnitedHealthcare Community Plan (Edison # 40181, amendment #7)
- (3) Volunteer State Health Plan, Inc. d/b/a Blue Care Tennessee (Edison # 40197, amendment #7)
- (4) Volunteer State Health Plan, TennCare Select (Edison # 29635, Amendment #42)

These managed care contracts are being amended to provide relative changes to the program including the following: 1) Enhance and formalize Turning Twenty-One Transition requirements; 2) Add language to comply with the new Managed Care Rule; 3) Amend Appeal and Grievance language in accordance with CMS approved process; 4) Amend acceptable reasons for disenrollment from an MCO; 5) Amend Care Coordination requirements to streamline aspects of ECF CHOICES intake and enrollment visit processes, and to account for changes to redetermination process; 6) Amend Community Based Residential Alternative requirements to mandate review of transition plans prior to issuing services; 7) Amend Electronic Visit Verification System requirements to track Money Follows the Person Late and Missed Visits per CMS specifications; 8) Incorporate collaboration requirements between MCOs and Fiscal Employer Agent; 9) Add requirements to track data related to Money Follows the Person program (EVV requirements, Case Management System, Peer-to-Peer Mentoring program); 10) Incorporate collaboration requirements between MCOs and Dual Special Needs Plans (D-SNPs); 11) Amend provider credentialing and re-credentialing requirements; 12) Amend Provider Agreement requirements; 13) Amend reporting requirements related to the Community Transitions, Critical Incidents, Late and Missed Visits, and Initiation of Services in ECF CHOICES; (14) provide 2016 risk adjusted rates (excluding VSHP Select), and 14) Housekeeping/clean up. No additional funding is associated with these amendments.

- (5) BlueCross BlueShield of Tennessee, Inc. (Edison # 39943, amendment #4) provides the delivery of CoverKids services to those eligible CoverKids population. This amendment is necessary to extend the term date of the contract for the

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continuation of CoverKids services for two year extension term. TennCare has submitted a Rule Exception Request (cy17-9482) and received approval from both Central Procurement and Comptroller to extend this contract beyond the standard five (5) year contract. The need for the term extension is due to TEDS implementation and the federal CMS requirement to develop an updated member eligibility determination system compliant with CMS requirements. Any migration or changes to the CoverKids population would require extensive resources from TennCare and our MMIS partner, which are currently consumed, and will be through most of 2018, working in conjunction with Deloitte to implement the TEDS system in addition to the day to day operations of the MMIS system. The new TEDS system has been a strategic priority for TennCare and the entire process takes several years with completion of statewide go-live in 2019. After go live, the TEDS system will be integrated across multiple vendors and systems in a staged fashion over the course of 2019. Extending this contract for the fifth year of standard term plus an additional one (1) year period beyond the traditional five (5) year contract term, would provide for continuation of medical services to the CoverKids population through December 31, 2019.

- (6) Keystone Peer Review Organization, Inc. (KEPRO) (Edison # 34597, amendment #3) is the competitively procured contract providing TennCare member appeals processes, including provision of an adequate network of licensed physicians and dentists to conduct all medical reviews and provide associated legal testimony within requirement timelines. These medical necessity reviews are solely based on medical necessity in accordance with evidence-based medical necessity criteria, MCC clinical criteria and TennCare Rules and policies. All reviews comply with constitutional due process and with applicable state and federal law. On January 1, 2017 the Grier Consent Decree was formally lifted and our appeals process came under the Center for Medicare and Medicaid Services (CMS) regulations. This transition has gone smoothly to date, however, CMS has written new regulations impacting the appeals processes for state Medicaid programs with a managed care component. These new regulations are scheduled to take effect on January 1, 2018 and will directly impact TennCare's appeals processes. These changes could significantly alter the number of appeals coming to TennCare and therefore the number of medical reviews needed. It would be very difficult to estimate the exact impact on our review requirements and therefore impossible to move forward with a Request for Proposal (RFP) for these services. We have contacted CMS requesting acknowledgment that our current processes are consistent with the intent of the new regulations and CMS just recently wrote back in agreement. There remains uncertainty about future requirements around our appeals processes. We are confident that by early to mid-2018 that the picture will be clearer and TennCare will be able to move forward with a more accurate RFP with a new contract start date of

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January 15, 2019. Due to the impact of this language that would need to be included in an RFP *pro forma* contract, TennCare has submitted and received CPO Comptroller approval for Rule Exception Request (cy17-9126) allowing approval to extend the current contract beyond the allowed sixty (60) month term. This one year extension would result in a total contract term of seventy-two (72) months.

TennCare respectfully submits the above referenced contract amendments for consideration and approval by the Fiscal Review Committee. We look forward to promptly providing any additional information as may be requested by the Committee.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Aaron', with a long horizontal line extending to the right.

William Aaron  
Chief Financial Officer

cc: Wendy Long, M.D., Deputy Commissioner

cy17-9690

# Amendment Request

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

**APPROVED**

Kevin C. Bartels for  
Michael F. Perry

Digitally signed by Kevin C. Bartels for  
Michael F. Perry  
DN: cn=Kevin C. Bartels for Michael F.  
Perry, o=CPO, ou,  
email=Kevin.C.Bartels@tn.gov, c=US  
Date: 2017.10.09 15:41:02 -05'00'

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	31865-00026	
1. Procuring Agency	Department of Finance and Administration Division of Health Care Finance and Administration	
2. Contractor	Volunteer State Health Plan (TennCare Select)	
3. Edlson contract ID #	29635	
4. Proposed amendment #	42	
5. Contract's Effective Date	July 1, 2001	
6. Current end date	December 31, 2018	
7. Proposed end date	December 31, 2018	
8. Current Maximum Liability or Estimated Liability	\$5,300,523,505.90	
9. Proposed Maximum Liability or Estimated Liability	\$5,300,523,505.90	
10. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	x Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	x Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	x Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>This contract is being amended to provide relative changes to the program including:            1) Enhance and formalize Turning Twenty-One Transition requirements; 2) Add language to comply with the new Managed Care Rule; 3) Amend Appeal and Grievance language in accordance with CMS approved process; 4) Amend acceptable reasons for disenrollment from an MCO; 5) Amend Care Coordination requirements to streamline aspects of ECF CHOICES intake and enrollment visit processes, and to account for changes to</p>	

Agency request tracking #	31865-00026
<p>redetermination process; 6) Amend Community Based Residential Alternative requirements to mandate review of transition plans prior to issuing services; 7) Amend Electronic Visit Verification System requirements to track Money Follows the Person Late and Missed Visits per CMS specifications; 8) Incorporate collaboration requirements between MCOs and Fiscal Employer Agent; 9) Add requirements to track data related to Money Follows the Person program (EVV requirements, Case Management System, Peer-to-Peer Mentoring program); 10) Incorporate collaboration requirements between MCOs and Dual Special Needs Plans (D-SNPs); 11) Amend provider credentialing and re-credentialing requirements; 12) Amend Provider Agreement requirements; 13) Amend reporting requirements related to the Community Transitions, Critical Incidents, Late and Missed Visits, and Initiation of Services in ECF CHOICES; and 14) Housekeeping. No additional funding is associated with this amendment.</p>	
<p>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</p> <p><b>This Contractor is currently providing a statewide network of medical and behavioral services for the TennCare Program for children In State custody and other high risk populations. This amendment represents changes to scope that are necessary to make updates to the contract based on program changes of contract existing language.</b></p>	
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p><i>Jerry B. White / JH</i> <span style="float: right;">10/9/17</span></p>	



**AMENDMENT NUMBER 42**  
**AN AGREEMENT FOR THE ADMINISTRATION OF TENNCARE SELECT**  
**BETWEEN**  
**THE STATE OF TENNESSEE,**  
**d.b.a. TENNCARE**  
**AND**  
**VOLUNTEER STATE HEALTH PLAN, INC.**

CONTRACT NUMBER: FA-02-14632-00

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to clarify and/or amend the Agreement for the Administration of TennCare Select by and between the State of Tennessee, Division of TennCare, hereinafter referred to as TENNCARE, and Volunteer State Health Plan, Inc., hereinafter referred to as the CONTRACTOR, as specified below.

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

1. **CMS has determined that the Reconsideration phase of TENNCARE’s existing State Fair Hearing (SFH) process satisfies the 42 C.F.R. 438 subpart F requirement for a CONTRACTOR-level appeal process. Accordingly, enrollees will not be required to exhaust an appeal with the CONTRACTOR before requesting an SFH.**
2. **The terms “Bureau of TennCare” and “the Bureau” throughout the Contract shall be deleted and replaced with the terms “Division of TennCare” or “TENNCARE” respectively.**
3. **The terms “Long-Term Care” and “LTC” throughout the Contract shall be deleted and replaced with the terms “Long-Term Services and Supports” or “LTSS” respectively.**
4. **The definitions for Appeal, Appeal System, Enrollee, Grievance and Appeal System, and State Fair Hearing (SFH) shall be deleted and replaced and new definitions for Enrollee-Authorized Representative and Reconsideration shall be added as described below:**

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

Benefit Appeal System – Synonymous with State Fair Hearing (SFH) System, or SFH Process. References to Appeal System or Appeal Process refers to both (1) the *processes* the CONTRACTOR implements to comply with its SFH Process-related obligations (such as timely issuance of a compliant Notice of Adverse Benefit Determination, (NABD), timely compliance with the Reconsideration phase of

Amendment 42 (cont.)

the Appeal Process, timely compliance with TENNCARE-issued directives instructing CONTRACTOR to approve and arrange provision of a service in accordance with an Order resulting from the Appeal Process, etc.), and (2) the processes the CONTRACTOR implements to collect, track and maintain the information gathered in accordance with the State Fair Hearing Process.

Enrollee – A person who has been determined eligible for TennCare and who has been enrolled in the TennCare program (see Member, also). Synonymous with Member. For purposes of Enrollee Benefit Appeals and the Enrollee Benefit Appeal-related provisions in section 2.19 herein, “Enrollee” means (1) enrollee, (2) enrollee’s parent, (3) enrollee’s legal guardian, or (4) Enrollee-Authorized Representative.

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

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

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

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

**5. Section 2.3.4 shall be deleted and replaced as follows:**

**2.3.4 TennCare Applications**

The CONTRACTOR shall not cause applications for TennCare to be submitted. However, as provided in Section 2.9.6.3, the CONTRACTOR shall facilitate members’ eligibility determination for CHOICES enrollment. The CONTRACTOR shall also conduct outreach and provide assistance as needed to members enrolled in CHOICES in completing an annual renewal packet for eligibility redetermination.

**6. Section 2.6.3.1 shall be deleted and replaced as follows:**

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

**7. Section 2.6.7.1 shall be deleted and replaced as follows:**

2.6.7.1 General

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

**8. Section 2.8.2.1.1, and 2.8.3.1 shall be deleted and replaced as follows:**

2.8.2.1.1 The CONTRACTOR shall make a best effort to conduct an initial screening of each member's needs, within ninety (90) days of the effective date of enrollment for all new members to assess member's health risk utilizing the appropriate common mini-health appraisal approved by TENNCARE and Population Health staff or a comprehensive health risk assessment. The CONTRACTOR shall make subsequent attempts to conduct an initial screening of each member's needs if the initial attempt to contact the member is unsuccessful, within thirty (30) days of the initial outreach attempt. These timelines may be shortened or contact methods specified for specific parts of the program in contract sections below. The information collected from these health appraisals will be used to align individual members with appropriate intervention approaches and maximize the impact of the services provided. Members exempt from the mini-health appraisal are detailed in Section 2.8.3.1 of this Contract.

2.8.3.1 At time of enrollment and annually thereafter, the CONTRACTOR shall make a reasonable attempt to assess the member's health as detailed in Section 2.8.2.1.1 of this Contract. The comprehensive health risk assessment required by Level 2 Population Health programs,

CHOICES, Dual Special Needs Program (D-SNP), Select Community, and Department of Children's Services (DCS) can be used in lieu of the mini-health appraisal required by the contract. A completed approved mini-health appraisal or a comprehensive health risk assessment done in the prior twelve (12) months may be shared among TennCare MCOs and used to meet the annual requirement. At the request of TENNCARE, the CONTRACTOR shall share with TENNCARE or other MCCs serving the member the results of any identification and assessment of that member's needs to prevent duplication of those activities.

**9. Section 2.9.4 shall be deleted and replaced as follows:**

**2.9.4 Coordination and Collaboration for Members receiving Home Health or Private Duty Nursing Services**

2.9.4.1 The CONTRACTOR shall actively engage all members receiving home health (HH) or private duty nursing (PDN) services, as defined in TennCare Rule 1200-13-13-.01, respectively, in excess of adult benefit limits and/or coverage criteria. The CONTRACTOR shall meet the following milestone requirements and provide documentation as required below, and as requested by TENNCARE, that the following milestones are met:

2.9.4.1.1 For all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, in preparation for and during the eighteenth (18<sup>th</sup>) year of age, the CONTRACTOR shall:

2.9.4.1.1.1 Identify all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, at least two (2) months prior to the member turning eighteen (18) years of age.

2.9.4.1.1.2 Create an internal mechanism to track and review all cases, including outreach and education, assessment and transition planning discussions and activities for members at or older than eighteen (18) years of age who are receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria. The internal tracking mechanism should be able to provide status updates as requested and in the form and format determined by TENNCARE. The internal tracking mechanism shall include but is not limited to the following:

2.9.4.1.1.2.1 Member Name;

2.9.4.1.1.2.2 Demographics;

2.9.4.1.1.2.3 Current number of hours of HH or PDN;

2.9.4.1.1.2.4 Ventilator or tracheostomy dependent, or other complex respiratory care needs;

2.9.4.1.1.2.5 Date of completed listed milestone as appropriate;

2.9.4.1.1.2.6 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, dates of attempted outreach and brief description of why the CONTRACTOR was unable to complete listed milestone;

2.9.4.1.1.2.7 Member plan of care.

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- 2.9.4.1.1.3 Complete internal re-assessment of skilled and unskilled hands-on care needs that includes input of member, family, and home care agency staff, and review of service documentation regarding actual skilled and unskilled hands-on care services provided and their frequency. Additionally, the re-assessment should address clinical respiratory evaluation for all members that are ventilator dependent or have a tracheostomy or other complex respiratory care needs.
- 2.9.4.1.1.4 Complete an in-home or face-to-face visit with member and the member's family that includes but is not limited to the following topics:
  - 2.9.4.1.1.4.1 Provide information regarding aging into the adult benefit category;
  - 2.9.4.1.1.4.2 Re-address supported decision-making and legal issues (including, but not limited to competency, power of attorney, etc.) related to a member turning eighteen (18) years of age;
  - 2.9.4.1.1.4.3 Discuss any school-related transitions, if applicable;
  - 2.9.4.1.1.4.4 Provide education to member regarding TennCare HH and PDN benefits, including the adult HH and PDN benefit;
  - 2.9.4.1.1.4.5 Provide education on ECF CHOICES and CHOICES programs;
  - 2.9.4.1.1.4.6 Assist, as needed with referral and intake/enrollment processes, as applicable for CHOICES or ECF CHOICES.
- 2.9.4.1.1.5 Provide a report twice a year in Quarter 2 and Quarter 4 to TENNCARE demonstrating the completion of the above items required in Section 2.9.4.1.1 for each applicable member. This report does not need to include the actual case notes referenced in Section 2.9.4.1.1.2.6.
- 2.9.4.1.2 For all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, in preparation for and during the nineteenth (19<sup>th</sup>) year of age, the CONTRACTOR shall:
  - 2.9.4.1.2.1 Identify all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, at least two (2) months prior to the member turning nineteen (19) years of age.
  - 2.9.4.1.2.2 Continue to track all members internally in accordance with Section 2.9.4.1.1.2. Additionally, the CONTRACTOR's Care team shall have quarterly multidisciplinary care coordination reviews to discuss and provide status updates for all members at or older than nineteen (19) years of age receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria,. The internal tracking mechanism shall include but is not limited to the following:
    - 2.9.4.1.2.2.1 Member Name;
    - 2.9.4.1.2.2.2 Demographics;
    - 2.9.4.1.2.2.3 Current number of hours of HH or PDN;
    - 2.9.4.1.2.2.4 Ventilator or tracheostomy dependent, or other complex respiratory care needs;

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- 2.9.4.1.2.2.5 Date of completed listed milestone as appropriate;
- 2.9.4.1.2.2.6 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, dates of attempted outreach and brief description of why the CONTRACTOR was unable to complete listed milestone;
- 2.9.4.1.2.2.7 Member plan of care.
- 2.9.4.1.2.3 Complete in-home reassessment of skilled and unskilled hands-on care needs that incorporates input of member, family, and home care agency staff, and review of service documentation regarding actual skilled and unskilled hands-on care services provided and their frequency. Additionally, the re-assessment should address clinical respiratory evaluation for all members that are ventilator dependent or have a tracheostomy or other complex respiratory care needs.
- 2.9.4.1.2.4 Coordinate joint interdisciplinary face-to-face in-home visit including but not limited to the HH or PDN care coordinator and ECF CHOICES and CHOICES Care and Support Coordinator Team or Advocate.
- 2.9.4.1.2.5 Complete a face-to-face in-home visit with member and the member's family that includes but is not limited to the following topics:
  - 2.9.4.1.2.5.1 Provide education to members regarding TennCare HH and PDN benefits, including the adult HH and PDN benefit;
  - 2.9.4.1.2.5.2 Review of the Turning Twenty-One (21) Member Handbook and accompanying acknowledgment form;
  - 2.9.4.1.2.5.3 Review any pertinent clinical care plan with input from home care providers and PCP representatives.
- 2.9.4.1.2.6 Provide a report twice a year in Quarter 2 and Quarter 4 to TENNCARE demonstrating the completion of the above items required in Section 2.9.4.1.2 for each applicable member. This report should not include the actual case notes referenced in Section 2.9.4.1.2.2.6.
- 2.9.4.1.3 For all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, in preparation for and during the first three (3) months of their twentieth (20th) year of age, the CONTRACTOR shall:
  - 2.9.4.1.3.1 Identify all members receiving HH or PDN services above the adult benefit limit at least one (1) month prior to the member turning twenty (20) years of age;
  - 2.9.4.1.3.2 Continue to track all members internally in accordance with Sections 2.9.4.1.1.2 and 2.9.4.1.2.2. Additionally, the CONTRACTOR's Care team will have monthly multidisciplinary care coordination reviews to discuss and provide status updates for all members at or older than twenty (20) years of age receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria. The internal tracking mechanism shall include but is not limited to the following:
    - 2.9.4.1.3.2.1 Member Name;

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- 2.9.4.1.3.2.2 Demographics;
- 2.9.4.1.3.2.3 Current number of hours of HH or PDN;
- 2.9.4.1.3.2.4 Ventilator or tracheostomy dependent, or other complex respiratory care needs;
- 2.9.4.1.3.2.5 Date of completed listed milestone as appropriate;
- 2.9.4.1.3.2.6 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, dates of attempted outreach and brief description of why the CONTRACTOR was unable to complete listed milestone;
- 2.9.4.1.3.2.7 Member plan of care.
- 2.9.4.1.3.3 Complete in-home reassessment of skilled and unskilled hands-on care needs that incorporates input of member, family, and home care agency staff, and review of service documentation regarding actual skilled and unskilled hands-on care services provided and their frequency. Additionally, the re-assessment should address clinical respiratory evaluation for all members that are ventilator dependent or have a tracheostomy or other complex respiratory care needs.
- 2.9.4.1.3.4 Coordinate joint interdisciplinary face-to-face in-home visit including but not limited to the HH or PDN care coordinator and ECF CHOICES and CHOICES Care and Support Coordinator Team or Advocate;
- 2.9.4.1.3.5 Complete a face-to-face in-home visit with member and the member's family that includes but is not limited to the following topics:
  - 2.9.4.1.3.5.1 Provide education to members regarding TennCare HH and PDN benefits, including the adult HH and PDN benefit;
  - 2.9.4.1.3.5.2 Re-review of the Turning Twenty-One (21) Member Handbook and accompanying acknowledgment form;
  - 2.9.4.1.3.5.3 Determine and document member's initial preference or potential changes to the member's support plan/environment when turning twenty-one (21) (and update ECF CHOICES person-centered support plan if already enrolled);
  - 2.9.4.1.3.5.4 Review any pertinent clinical care plan with input from home care providers and PCP representatives;
  - 2.9.4.1.3.5.5 Education and discussion with member regarding MCO change upon the member turning twenty-one (21) years old;
  - 2.9.4.1.3.5.6 Identify prospectively which MCO member would likely choose. If none chosen, the CONTRACTOR shall explain that member will be automatically assigned to an MCO.
  - 2.9.4.1.3.5.7 Establish date for joint CONTRACTOR and prospective MCO care team face-to-face introduction and meeting with member and member's family to occur no later than the member being twenty (20) years and six (6) months of age.

Amendment 42 (cont.)

- 2.9.4.1.3.6 Contact member's primary care provider and/or specialist to discuss member's benefit limit change and review the plan of care.
- 2.9.4.1.3.7 Provide a report twice a year in Quarter 2 and Quarter 4 to TENNCARE demonstrating the completion of the above items required in Section 2.9.4.1.3 for each member. This should not include the actual case notes referenced in Section 2.9.4.1.3.2.6.
- 2.9.4.1.4 For all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, between the ages of twenty (20) years six (6) months of age and twenty-one (21) years of age, the CONTRACTOR shall:
  - 2.9.4.1.4.1 Continue to track all members internally in accordance with Sections 2.9.4.1.1.2, 2.9.4.1.2.2, and 2.9.4.1.3.2. Additionally, the CONTRACTOR's Care team will have weekly multidisciplinary care coordination reviews to discuss and provide status updates for all members at or older than twenty (20) years six (6) months of age receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria. The internal tracking mechanism shall include but is not limited to the following:
    - 2.9.4.1.4.1.1 Member Name;
    - 2.9.4.1.4.1.2 Demographics;
    - 2.9.4.1.4.1.3 Current number of hours of HH or PDN;
    - 2.9.4.1.4.1.4 Ventilator or tracheostomy dependent, or other complex respiratory care needs;
    - 2.9.4.1.4.1.5 Date of completed listed milestone as appropriate;
    - 2.9.4.1.4.1.6 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, date of attempted outreach and brief description of why the CONTRACTOR was unable to complete listed milestone;
    - 2.9.4.1.4.1.7 Member plan of care.
  - 2.9.4.1.4.2 At least monthly include the care coordination team of the prospective MCO of the member in the multidisciplinary care coordination reviews.
  - 2.9.4.1.4.3 Re-evaluate all members and confirm if member is considering CHOICES or ECF CHOICES.
    - 2.9.4.1.4.3.1 For members receiving HH or PDN services above the adult benefit limit and/or coverage criteria considering home and community based services CHOICES or ECF CHOICES the CONTRACTOR shall connect with LTSS to discuss transition of member. This shall include but is not limited to discussing and initiating the intake process for CHOICES or ECF CHOICES. For CHOICES group 2 or 3, the member cannot enroll until age twenty-one (21) but the MCO can complete a person-centered support plan (PCSP) with the member/family to demonstrate what services will be provided. For ECF CHOICES, enrollment can occur earlier and allows the member to initiate some ECF CHOICES services and also begin the process of hiring CD workers if they choose that option.

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- 2.9.4.1.4.4 For members not considering home and community based CHOICES or ECF CHOICES, Nursing Facility (NF) or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID):
- 2.9.4.1.4.4.1 Require the Medical Director (or equivalent) to conduct peer-to-peer review with the member's PCP of the care plan, and
- 2.9.4.1.4.4.2 Provide monthly reports to TENNCARE for each member outlining continued engagement, assessments, transition planning discussions and activities and supporting documentation. The report shall also include clinical assessment documenting whether the patient is ventilator dependent or has a tracheostomy or other complex respiratory care needs and current skilled nursing needs, including the frequency of skilled assistance required.
- 2.9.4.1.4.5 Provide TENNCARE with a weekly list that identifies member name, identifying information and selected MCO. At TENNCARE's discretion, the list should contain at least the following elements:
- 2.9.4.1.4.5.1 Member name;
- 2.9.4.1.4.5.2 Demographics;
- 2.9.4.1.4.5.3 Hours of HH or PDN;
- 2.9.4.1.4.5.4 Initial MCO choice (at 20 ½ years of age);
- 2.9.4.1.4.5.5 If no patient choice, auto assigned MCO at 20 ½ years of age;
- 2.9.4.1.4.5.6 Transition plan (Yes/No);
- 2.9.4.1.4.5.7 Considering CHOICES/ECF CHOICES (Yes/No);
- 2.9.4.1.4.5.8 MCO assignment at 20 years and 9 months of age;
- 2.9.4.1.4.5.9 Change in MCO assignment since last report (Yes/No);
- 2.9.4.1.4.5.10 Date of change for MCO assignment.
- 2.9.4.1.5 For all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, that are eighteen (18) or nineteen (19) years of age during the implementation of the requirements in Sections 2.9.4.1.1 through 2.9.4.1.4, the CONTRACTOR shall perform the requirements for the member's respective age within six (6) months of January 1, 2018. However, the CONTRACTOR shall not be required to perform the requirements applicable to the ages younger than the member. By way of example, if a member is nineteen (19) years of age during the first year of implementation of the requirements in Sections 2.9.4.1.1 through 2.9.4.1.4, within six (6) months the CONTRACTOR shall perform the requirements applicable in a member's nineteenth (19<sup>th</sup>) year of age per Section 2.9.4.1.2 but is not required to perform the requirements applicable in a member's eighteenth (18<sup>th</sup>) year of age per Section 2.9.4.1.1.

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2.9.4.1.6 For all members that are twenty (20) years of age and receive HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, during the implementation of the requirements in Section 2.9.4.1.3, the CONTRACTOR shall perform the requirements for the member's respective age within six (6) months of January 1, 2018. However, the CONTRACTOR shall not be required to perform the requirements applicable to eighteen (18) year old members per Section 2.9.4.1.1 and nineteen (19) year old members per Section 2.9.4.1.2.

2.9.4.1.7 For any member that is twenty-one (21) years of age or older and receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, after the implementation of Sections 2.9.4.1.1 through 2.9.4.1.3 the CONTRACTOR shall perform the following requirements within fifteen (15) months of implementation of said requirements:

2.9.4.1.7.1 Identify all members receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria.

2.9.4.1.7.2 Create internal mechanism to track and review all cases, including outreach and education, assessment and transition planning discussions and activities for members who are receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria. The internal tracking mechanism should be able to provide status updates as requested and in the form and format determined by TENNCARE. The internal tracking mechanism shall include but is not limited to the following:

2.9.4.1.7.2.1 Member Name;

2.9.4.1.7.2.2 Demographics;

2.9.4.1.7.2.3 Current number of hours of HH or PDN;

2.9.4.1.7.2.4 Ventilator or tracheostomy dependent, or other complex respiratory care needs;

2.9.4.1.7.2.5 Date of completed listed milestone as appropriate;

2.9.4.1.7.2.6 Case notes, including outreach and education, assessments and transition planning discussions and activities. If milestones not reached, dates of attempted outreach and brief description of why the CONTRACTOR was unable to complete listed milestone;

2.9.4.1.7.2.7 Member plan of care.

2.9.4.1.7.3 Complete the requirements of Section 2.9.4.1.2.5.

2.9.4.1.7.4 Complete the requirements of Section 2.9.4.1.3.5.

**10. Section 2.9.6.6.2.8 and 2.9.6.10.3.1.1 shall be deleted and replaced as follows:**

2.9.6.6.2.8 The member's Care Coordinator or Support Coordinator, as applicable, shall inform each member of his/her eligibility end date (if known) and educate members regarding the importance of maintaining TennCare CHOICES or ECF CHOICES eligibility, that eligibility must be redetermined at least once a year, and that members receiving CHOICES or ECF CHOICES HCBS can receive assistance from the CONTRACTOR in completing an annual renewal packet (e.g., collecting appropriate documentation and

completing the necessary forms), as part of the annual PCSP process and/or when a packet has been mailed and such process has not been completed timely, placing the member at risk of losing eligibility.

2.9.6.10.3.1.1 In the manner prescribed by TENNCARE, conduct a level of care reassessment at least once every 365 days and within five (5) business days of the CONTRACTOR's becoming aware that the member's functional or medical status has changed in a way that may affect level of care eligibility. The CONTRACTOR shall provide outreach and assistance as directed by TENNCARE to assist CHOICES members in completing eligibility redetermination. The CONTRACTOR shall be responsible only for the provision of assistance as needed by the CHOICES member, which may include assistance in submitting the information to TENNCARE, in accordance with guidance provided by TENNCARE. The member is responsible for actions required to establish continued eligibility for the program. Assistance provided by the CONTRACTOR to CHOICES Group 1 members shall include notification as directed by TENNCARE to a nursing facility of its residents due for redetermination and its residents to whom a packet has been mailed and such process has not been completed timely, placing the member at risk of losing eligibility, as well as providing direct assistance when needed and requested by the member to help the member complete the redetermination process.

**11. Section 2.9.17.6 and 2.9.17.7 shall be deleted and replaced as follows:**

2.9.17.6 Area Agencies on Aging and Disability (AAADs) regarding intake of members new to both TennCare and CHOICES;

2.9.17.7 Tennessee Department of Education (DOE) and local education agencies for the purposes of coordinating educational services in compliance with the requirements of Individuals with Disabilities Education Act (IDEA) and to ensure school-based services for students with special needs are provided;

2.9.17.7.1 The CONTRACTOR is responsible for the delivery of medically necessary covered services to school-aged children. MCOs are encouraged to work with school-based providers to manage the care of students with special needs. DOE and local education agencies are responsible to document when a school-aged child has a need for medical services in an Individualized Education Plan (IEP). If the child is enrolled in TennCare, the school is responsible for obtaining parental consent to share the IEP with the MCO and for subsequently sending a copy of the parental consent and IEP to the MCO in a manner required by the MCO. The CONTRACTOR shall determine whether it chooses to receive the IEP and parental consent prior to providing and paying for identified medically necessary covered services or upon request during a post payment audit.

2.9.17.7.2 The CONTRACTOR may choose to provide the medically necessary covered services identified either within the school setting or outside the school setting. The CONTRACTOR may require a school based provider billing for covered services be a participating provider in the CONTRACTOR's network.

2.9.17.7.3 The CONTRACTOR may choose not to require DOE to send eligible students' IEPs to the CONTRACTOR prior to the CONTRACTOR being responsible to pay for the medically-necessary covered services.

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- 2.9.17.7.3.1 If the CONTRACTOR has chosen not to receive an IEP in advance of paying for covered services in the school based setting, the CONTRACTOR shall, at a minimum, conduct regular post payment sample audits of IEPs and all other documentation to support the medical necessity of the school based services reimbursed by the CONTRACTOR. When the CONTRACTOR requests a copy of an IEP, the provider must also include a copy of the appropriate parental consent.
- 2.9.17.7.4 If the CONTRACTOR requires DOE submit an IEP to the CONTRACTOR as a request for covered services, DOE shall include a copy of parental consent and the CONTRACTOR shall:
  - 2.9.17.7.4.1 Either accept the IEP as indication of a medical problem and treat the IEP as a request for service or assist in making an appointment to have the child evaluated by the child's PCP or another contract provider. If the CONTRACTOR does not accept the documentation provided with the IEP as indication of a medical problem, the CONTRACTOR shall have the child re-evaluated in order to make a decision about the appropriateness of the requested service.
  - 2.9.17.7.4.2 Send a copy of the IEP and any related information (e.g. action taken by the MCO in response to receipt of the IEP, action the MCO expects the PCP to take) to the PCP.
  - 2.9.17.7.4.3 Notify the designated school contact of the ultimate disposition of the request (e.g. what services have been approved for the child, what arrangements have been made for service delivery) within fourteen (14) days of the CONTRACTOR's receipt of the IEP.
  - 2.9.17.7.5 The CONTRACTOR shall designate a contact person to whom correspondence concerning children with medical services included in their IEPs will be directed.

**12. Section 2.13.1.2.9.6 shall be deleted and replaced as follows:**

- 2.13.1.2.9.6 The CONTRACTOR shall submit an *Annual Provider Outreach Plan* and quarterly *Outreach Plan Tracking Document* detailing information and communication plans with the Tennessee Health Link (THL), Patient Centered Medical Home (PCMH) and Episodes of Care providers in accordance with Sections 2.30.10.6 and 2.30.10.7.

**13. Section 2.14.1.6 shall be amended by deleting the word "and" after Section 2.14.1.6.4 and adding a new 2.14.1.6.5 as follows and renumbering the remaining Section accordingly, including any references thereto.**

- 2.14.1.6.5 Assure family planning services are provided in a manner that protects and enables the member's freedom to choose the method of family planning to be used; and

**14. Section 2.14.2.3 shall be deleted and replaced as follows:**

- 2.14.2.3 Prior authorization requests shall be processed in accordance with 42 CFR § 438.210(d) and the guidelines described in TennCare rules and regulations which include, but are not limited to, provisions regarding decisions, notices, medical contraindication, and the failure of an MCO to act timely upon a request. If the CONTRACTOR determines that following the standard authorization timeframe could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function, the CONTRACTOR shall make an

expedited service authorization decision and provide notice as expeditiously as the enrollee's health condition requires and no later than seventy-two (72) hours after receipt of the request for service. See 42 C.F.R. §438.210(d)(2)(i); 42 C.F.R. §438.404(c)(6).

**15. Section 2.15.7.4.1 shall be deleted and replaced as follows:**

2.15.7.4.1 The CONTRACTOR shall report to TENNCARE any unexpected death of a member that is not otherwise reported in accordance with Section 2.15.7.

**16. Section 2.17.4.7.5, 2.17.4.7.7 and 2.17.4.7.10 shall be deleted and replaced as follows:**

2.17.4.7.5 Shall include a description of services provided including benefit limits, the consequences of reaching a benefit limit, non-covered services, and use of non-contract providers, including that members are not entitled to a fair hearing about non-covered services and that members shall use contract providers except in specified circumstances. This description shall also include information, if applicable, in the case of a counseling or referral service that the CONTRACTOR does not cover because of moral or religious objections as well as information on how the counseling or referral service is covered by TENNCARE;

2.17.4.7.7 Shall include descriptions of the Medicaid Benefits, Standard Benefits, and the covered long-term care services for CHOICES members, by CHOICES group. This shall include information about how transportation is provided, including transportation for any benefits carved out of the CRA and provided by the state;

2.17.4.7.10 Shall include procedures for obtaining required services, including procedures for obtaining referrals to specialists as well as procedures for obtaining referrals to non-contract providers. This shall include an explanation that the CONTRACTOR may not require a member to obtain a referral before choosing a family planning provider. The handbook shall advise members that if they need a service that is not available from a contract provider, they will be referred to a non-contract provider and any copayment requirements would be the same as if this provider were a contract provider;

**17. Section 2.17.4.7 shall be amended by deleting "and" after the existing Section 2.17.4.7.41, adding a new Section 2.17.4.7.42as follows and renumbering the remaining Sections accordingly, including any references thereto.**

2.17.4.7.42 Shall include state-developed definitions as required in 42 CFR 438.10(c)(4)(i) which the CONTRACTOR shall use when communicating with enrollees; and

**18. Section 2.17.8.3 and 2.17.8.5 shall be deleted and replaced as follows:**

2.17.8.3 The CONTRACTOR shall also be responsible for maintaining updated provider information in an online searchable electronic general provider directory and an online searchable electronic CHOICES and ECF CHOICES provider directory. A PDF copy of the hard copy version shall not meet this requirement. The online searchable version shall be available in a machine readable file and format in accordance with federal requirements. The online searchable version of the general provider directory and the CHOICES and ECF CHOICES provider directory shall be updated on a daily basis during the business week. In addition, the CONTRACTOR shall make available upon request, in hard copy format, a complete and

updated general provider directory to all members and an updated CHOICES or ECF CHOICES provider directory to CHOICES or ECF CHOICES members, as applicable. The hard copy of the general provider directory and the CHOICES and ECF CHOICES provider directory shall be updated at least on a monthly basis. Members receiving a hard copy and/or accessing a PDF version of the hard copy on the CONTRACTOR's website of the general provider directory or the CHOICES or ECF CHOICES provider directory shall be advised that the CONTRACTOR's network may have changed since the directory was printed, and how to access current information regarding the CONTRACTOR's participating providers, including the searchable electronic version of the general provider directory and the CHOICES or ECF CHOICES provider directory and the CONTRACTOR's member services line.

2.17.8.5 The CONTRACTOR shall develop and maintain a general provider directory, which shall be made available to all members. The provider directory shall be posted on the CONTRACTOR's website, and provided in hard copy upon request of the member. Members shall be advised in writing regarding how to access the provider directory, including the right to request a hard copy and to contact the CONTRACTOR's member services line to inquire regarding a provider's participation in the CONTRACTOR's network. Members receiving a hard copy of the provider directory shall be advised that the CONTRACTOR's network may have changed since the directory was printed, and how to access current information regarding the CONTRACTOR's participating providers. The online version of the provider directory shall be updated on a daily basis. The general provider directory shall include the following: names, locations, website, telephone numbers, office hours, and non-English languages spoken cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, whether the provider has completed cultural competence training; whether offices/facilities have accommodations for people with physical disabilities; including offices, exam room(s) and equipment; specialties as appropriate; identification of providers accepting new patients; and identification of whether or not a provider performs TennCare Kids screens; behavioral health providers; any group affiliations; hospital listings, including locations of emergency settings and post-stabilization services, with the name, location, and telephone number of each facility/setting; and a prominent notice that CHOICES members should refer to the CHOICES provider directory for information on long-term care providers.

**19. Section 2.18.4.7 shall be deleted and replaced as follows:**

2.18.4.7 For hospitals that have elected to refer patients with non-urgent/emergent conditions to alternative settings for treatment, the CONTRACTOR shall have a specific process in place whereby the Emergency Department (ED) can contact the CONTRACTOR twenty-four (24) hours a day; seven (7) days a week (24/7) via a toll free phone line to obtain assistance for members with non-urgent/emergent conditions who do not require inpatient admission and who are requesting assistance in scheduling an appointment in an alternate treatment setting. The CONTRACTOR may use the 24/7 nurse triage line described in Section 2.18.1.5 of this Contract for this purpose or may use another line the CONTRACTOR designates.

**20. Section 2.19 shall be deleted and replaced as follows:**

**2.19 GRIEVANCES AND APPEALS**

2.19.1 General

As permitted under federal and state law, the State, at its sole discretion, may delegate back to the State any portion of this Section 2.19 that the CONTRACTOR is obligated to perform. The CONTRACTOR understands that the Grievance and Appeal process requirements are always subject to change based on legal developments and on TENNCARE's interpretation of its obligations under new or existing law. CMS has determined that the Reconsideration phase of TENNCARE's existing State Fair Hearing (SFH) process satisfies the requirement for a CONTRACTOR-level benefit appeal process. Accordingly, enrollees will not be required to exhaust an appeal with the CONTRACTOR before requesting an SFH.

- 2.19.1.1 Grievance System. The CONTRACTOR shall have a formally structured internal Grievance System in place for handling enrollee grievances in accordance with 42 CFR §438.402(a)-(b) and 42 CFR §438.228(a). ..
- 2.19.1.2 TennCare SFH System. TENNCARE, on written approval from CMS, has delegated back to itself certain aspects of the benefit appeal process set forth under 42 CFR 438 subpart F. Specifically, CONTRACTOR will not have its own internal Appeal System for enrollee benefit appeals. Enrollees will not exhaust an internal appeal process with CONTRACTOR before being permitted to request a SFH. Accordingly, the provisions in 42 CFR § 438.402 that relate to a CONTRACTOR-level appeal system do not apply under this Contract. The enrollee will receive these protections through the Reconsideration phase of the SFH process. Any enrollee who seeks to contest an Adverse Benefit Determination may do so by filing a request with TENNCARE for a SFH.
- 2.19.1.3 Reasonable Assistance with Grievances and Requests for SFH. The CONTRACTOR must give enrollees any reasonable assistance in completing Grievance and Appeal forms and other procedural steps related to a Grievance or Appeal. This includes availability of member support staff, auxiliary aids and services, such as interpreter services and toll-free numbers with adequate TTY/TDD and interpreter capability. See 42 C.F.R. §438.406(a); 42 C.F.R. §438.228(a).
- 2.19.1.4 Acknowledgment of Grievances and Requests for SFH. In accordance with 42 CFR §438.406(b) and 42 CFR §438.228(a), CONTRACTOR shall acknowledge receipt of an enrollee grievance. If an enrollee attempts to contest an Adverse Benefit Determination by filing an appeal/SFH request with CONTRACTOR, CONTRACTOR shall, within one business day, submit the SFH request to TENNCARE. TENNCARE will send enrollee an acknowledgement letter and inform enrollee that matter will be treated as a request for a SFH.
- 2.19.1.5 Decision-Makers. The CONTRACTOR shall ensure that decision-makers on Grievances, and decision-makers responsible for rendering a medical review of CONTRACTOR's proposed Adverse Benefit Determination during the Reconsideration stage of the SFH process, were not either:
  - 2.19.1.5.1 Involved in any previous level of review or decision-making, or

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- 2.19.1.5.2 Subordinates of any individual who was involved in a previous level of review or decision-making. See 42 C.F.R. §438.406(b)(2)(i); 42 C.F.R. §438.228(a).
- 2.19.1.6 Clinical Expertise of Decision-Maker. The CONTRACTOR shall ensure that decision-makers on Grievances and decision-makers on any aspect of the benefit appeal process (such as the Reconsideration decision) are individuals with appropriate clinical expertise, as determined by applicable law, in treating the enrollee's condition or disease if:
- 2.19.1.6.1 The decision involves an Appeal of a denial based on lack of medical necessity,
- 2.19.1.6.2 The decision involves a Grievance regarding denial of expedited resolution of an Appeal, or
- 2.19.1.6.3 The decision involves a Grievance or Appeal involving clinical issues. See 42 C.F.R. §438.406(b)(2)(ii)(A) – (C); 42 C.F.R. §438.228(a).
- 2.19.1.7 Information to be considered. The CONTRACTOR's decision-makers shall take into account all comments, documents, records, and other information submitted during the Grievance, Prior Authorization, or SFH Process without regard to whether such information was submitted or considered in the initial Adverse Benefit Determination. See 42 C.F.R. §438.406(b)(2)(iii); 42 C.F.R. §438.228(a).
- 2.19.2 **Notice of Adverse Benefit Determination (NABD) Requirements**
- 2.19.2.1 NABD Content. The CONTRACTOR'S NABD shall explain the Adverse Benefit Determination the CONTRACTOR has made or intends to make. See 42 C.F.R. §438.404(b)(1).
- 2.19.2.2 NABD Content. The CONTRACTOR'S NABD shall explain the reasons for the Adverse Benefit Determination, including the right of the enrollee to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the enrollee's Adverse Benefit Determination. Such information includes medical necessity criteria, and any processes, strategies, or evidentiary standards used in setting coverage limits. See 42 C.F.R. §438.404(b)(2).
- 2.19.2.3 NABD Content. The CONTRACTOR'S notice of Adverse Benefit Determination must explain the enrollee's right to appeal the CONTRACTOR's Adverse Benefit Determination by filing a request for a State Fair Hearing (SFH) with TENNCARE. See 42 C.F.R. §438.404(b)(3); 42 C.F.R. 438.402(b)-(c).
- 2.19.2.4 NABD Content. The CONTRACTOR'S NABD shall explain the procedures necessary for requesting a SFH and initiating the Appeal Process. See 42 C.F.R. §438.404(b)(4).
- 2.19.2.5 NABD Content: How to request expedited resolution. The CONTRACTOR'S notice of Adverse Benefit Determination must explain the circumstances under which the SFH/Appeal Process can be expedited and how to request expedited resolution. See 42 C.F.R. §438.404(b)(5).
- 2.19.2.6 NABD Content: Requests for Continuation of Benefits (COB). The CONTRACTOR'S NABD shall explain the enrollee's right to have benefits continue until the Appeal is resolved and must explain the procedures necessary for exercising this right. Additionally, if permitted by TennCare policy, the NABD shall explain the circumstances under which the

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enrollee may be required to pay the costs of continued services. See 42 C.F.R. §438.404(b)(6).

2.19.2.7 NABD Templates. In order to ensure consistency and to lessen the risk of issuing a notice that fails to meet applicable requirements, the CONTRACTOR shall use TENNCARE developed NABD templates. NABD templates shall be written in a format and language that, at a minimum, meets applicable notification standards set forth at 42 CFR §438.10 and the notice-content requirements prescribed by 42 CFR §438.404(b).

2.19.3 **Notice of Adverse Benefit Determination Timing**

2.19.3.1 When the CONTRACTOR's Adverse Benefit Determination is a termination, suspension, or reduction of previously authorized Medicaid-covered service, the CONTRACTOR shall mail the NABD at least ten (10) days before the date of action. See 42 C.F.R. §438.404(c)(1); 42 C.F.R. §431.211.

2.19.3.2 The CONTRACTOR may mail the NABD as few as five (5) days prior to the date of action if TENNCARE has facts indicating that action should be taken because of probable fraud by the enrollee, and the facts have been verified, if possible, through secondary sources. See 42 C.F.R. §438.404(c)(1); 42 C.F.R. §431.214.

2.19.3.3 The CONTRACTOR shall mail the NABD by the date of the action when any of the following occur:

2.19.3.3.1 The enrollee has died,

2.19.3.3.2 The enrollee submits a signed written statement requesting service termination,

2.19.3.3.3 The enrollee submits a signed written statement including information that requires service termination or reduction and indicates an understanding that service termination or reduction will result,

2.19.3.3.4 The enrollee has been admitted to an institution where he or she is ineligible under the plan for further services,

2.19.3.3.5 The enrollee's address is determined unknown based on returned mail with no forwarding address,

2.19.3.3.6 The enrollee is accepted for Medicaid services by another state,

2.19.3.3.7 A change in the level of medical care is prescribed by the enrollee's physician,

2.19.3.3.8 The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Social Security Act, or

2.19.3.3.9 The transfer or discharge from a facility will occur in an expedited fashion. See 42 C.F.R. §438.404(c)(1); 42 C.F.R. §431.213; 42 C.F.R. §431.231(d); section 1919(e)(7) of the Act; 42 C.F.R. 483.12(a)(5)(i); 42 C.F.R. §483.12(a)(5)(ii).

2.19.3.4 The CONTRACTOR must give notice of Adverse Benefit Determination on the date of determination when the action is a denial of payment. See 42 C.F.R. §438.404(c)(2).

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- 2.19.3.5 The CONTRACTOR must give notice of Adverse Benefit Determination as expeditiously as the enrollee's condition requires within fourteen (14) calendar days following receipt of the request for service, for standard authorization decisions that deny or limit services. See 42 C.F.R. §438.210(d)(1); 42 C.F.R. §438.404(c)(3).
- 2.19.3.6 The CONTRACTOR may extend the fourteen (14) calendar day notice of Adverse Benefit Determination timeframe for standard authorization decisions that deny or limit services up to fourteen (14) additional calendar days if the enrollee or the provider requests extension. See 42 C.F.R. §438.404(c)(4); 42 C.F.R. §438.210(d)(1)(i).
- 2.19.3.7 The CONTRACTOR may extend the fourteen (14) calendar day NABD timeframe for standard authorization decisions that deny or limit services up to fourteen (14) additional calendar days if the CONTRACTOR justifies to TENNCARE a need for additional information and shows how the extension is in the enrollee's best interest. See 42 C.F.R. §438.210(d)(1)(ii); 42 C.F.R. §438.404(c)(4).
- 2.19.3.8 If the CONTRACTOR extends the fourteen (14) calendar day NABD timeframe for standard authorization decisions that deny or limit services, the CONTRACTOR shall give the extension and inform the enrollee of the right to file a Grievance if the enrollee disagrees with the decision. See 42 C.F.R. §438.210(d)(1)(ii); 42 C.F.R. §438.404(c)(4)(i).
- 2.19.3.9 If the CONTRACTOR extends the fourteen (14) calendar day NABD timeframe for standard authorization decisions that deny or limit services, the CONTRACTOR shall issue and carry out its determination as expeditiously as the enrollee's health condition requires and no later than the date the extension expires. See 42 C.F.R. §438.210(d)(1)(ii); 42 C.F.R. §438.404(c)(4)(ii).
- 2.19.3.10 If the CONTRACTOR determines that following the standard authorization timeframe could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function, the CONTRACTOR shall make an expedited service authorization decision and provide notice as expeditiously as the enrollee's health condition requires and no later than seventy-two (72) hours after receipt of the request for service. See 42 C.F.R. §438.210(d)(2)(i); 42 C.F.R. §438.404(c)(6).
- 2.19.3.11 The CONTRACTOR may extend the seventy-two (72) hour expedited service authorization decision time period by up to fourteen (14) calendar days if the enrollee requests an extension, or if the CONTRACTOR justifies to TENNCARE the need for additional information and how the extension is in the enrollee's interest. See 42 C.F.R. §438.210(d)(2)(ii); 42 C.F.R. §438.404(c)(6).
- 2.19.4 **Who May File TennCare Benefit Appeals**
- 2.19.4.1 If an Enrollee attempts to request an Appeal with the CONTRACTOR (instead of lodging the request directly with TENNCARE), the CONTRACTOR shall forward the prospective Appeal to TENNCARE within one (1) business day. TENNCARE will issue an acknowledgment letter to Enrollee and shall treat the request as a request for a State Fair Hearing (SFH). See 42 C.F.R. §438.402(c)(1); 42 C.F.R. §438.408.
- 2.19.4.2 Enrollee-authorized representatives, acting on behalf of the Enrollee and with the Enrollee's written consent, may file requests for a SFH. The enrollee's treating provider may serve as

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an authorized representative, but may not request provision of continuation of benefits. See 42 C.F.R. §438.402(c)(1)(i) – (ii); 42 C.F.R. §438.408. See also definition of “Enrollee-Authorized Representative” herein at §A.1.

**2.19.5 Timeframes for Filing Requests for State Fair Hearing (SFH)**

2.19.5.1 Enrollee must file a request for a (SFH) within sixty (60) calendar days from the date on the CONTRACTOR-issued NABD. It is TENNCARE’s responsibility to determine whether or not a SFH has been requested timely in accordance with federal and state regulations. See 42 CFR 438.402(c)(2)(ii).

**2.19.6 Process for Filing a Standard or Expedited Request for SFH**

2.19.6.1 Enrollee may file a request for (SFH) either orally or in writing. See 42 C.F.R. §438.402(c)(3)(ii).

2.19.6.2 ORR for Expedited Resolution Determination. When Enrollee files a request for an expedited SFH, TENNCARE will issue an On Request Report (ORR) to CONTRACTOR. The ORR requires CONTRACTOR to determine whether the prospective SFH warrants expedited or standard resolution. If CONTRACTOR determines that the request for SFH warrants expedited resolution, within seventy-two (72) hours of the time that the expedited SFH request was filed, CONTRACTOR shall simultaneously supply TENNCARE with both its (1) resolution timeframe decision, and its (2) reconsideration determination. If CONTRACTOR determines that the request for SFH warrants standard resolution, CONTRACTOR shall supply its resolution timeframe decision to TENNCARE within two (2) business days, and shall supply TENNCARE its reconsideration determination within the timeframe provided in Section 2.19.6.2.1.

2.19.6.2.1 ORR for Reconsideration. If the Enrollee’s SFH request warrants expedited resolution, as provided in 2.19.6.2, the CONTRACTOR shall simultaneously supply TENNCARE with both its resolution timeframe decision and its reconsideration determination. If the CONTRACTOR determines that the SFH request warrants standard resolution, CONTRACTOR shall complete its Reconsideration review and submit its Reconsideration decision to TENNCARE, along with the other information requested in the ORR, within fourteen (14) days of the time that the SFH request was filed. If the CONTRACTOR denies a request for expedited resolution of an Appeal, it must resolve the Appeal within the standard Appeal timeframe. See 42 C.F.R. §438.410(c); 42 C.F.R. §438.408(b)(2); 42 C.F.R. §438.408(c)(2).

2.19.6.2.1.1 If the CONTRACTOR determines that the SFH request warrants standard resolution, CONTRACTOR shall complete its Reconsideration review and submit its Reconsideration decision to TENNCARE, along with the other information requested in the ORR, within fourteen (14) days of the time that the SFH request was filed. If the CONTRACTOR denies a request for expedited resolution of an Appeal, it shall resolve the Appeal within the standard Appeal timeframe. See 42 C.F.R. §438.410(c); 42 C.F.R. §438.408(b)(2); 42 C.F.R. §438.408(c)(2).

2.19.6.2.2 Test for whether Appeal warrants Standard or Expedited Resolution. A benefit under dispute warrants expedited resolution if the CONTRACTOR determines that taking the time for a standard resolution could seriously jeopardize the enrollee's life, physical or mental health, or

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ability to attain, maintain, or regain maximum function. Although the enrollee or his treating provider may request expedited resolution, the CONTRACTOR alone has authority to determine whether an Enrollee Appeal receives expedited or standard resolution. See 42 C.F.R. §438.410(a); Final Rule, 81 Fed. Reg. 27,498, 27,519 (May 6, 2016) (to be codified at 42 C.F.R. pt. 438).

- 2.19.6.2.3 Information to be supplied response to ORR for Reconsideration. CONTRACTOR's Reconsideration response shall contain all of the information used by CONTRACTOR in arriving at the adverse decision. This includes the enrollee medical records and any other information considered, relied upon, or created in arriving at a Prior Authorization or Reconsideration decision. (TENNCARE will provide this information to enrollee when TENNCARE issues its Notice of Hearing to Enrollee. See §2.19.6.4 below.) For example, CONTRACTOR's Reconsideration response must include but is not limited to the following:
- 2.19.6.2.3.1 Complete case file;
  - 2.19.6.2.3.2 Medical records and medical history pertaining to the benefit under dispute;
  - 2.19.6.2.3.3 NABD issued to enrollee by CONTRACTOR;
  - 2.19.6.2.3.4 Prior Authorization decision issued to requesting provider by CONTRACTOR;
  - 2.19.6.2.3.5 Medical Review substantiating the Prior Authorization decision;
  - 2.19.6.2.3.6 CONTRACTOR's Reconsideration decision upholding or reversing original Prior Authorization determination, along with the attendant substantiating Medical Review See 42 C.F.R. §438.406(b)(5).
- 2.19.6.3 Parties at State Fair Hearing. The parties to a State Fair Hearing are TENNCARE and the Enrollee (including Enrollee's authorized representative, or the legal representative of a deceased Enrollee's estate). See 42 C.F.R. §438.406(b)(6).
- 2.19.6.4 TennCare Notice of Hearing. TENNCARE will provide Enrollee a Notice of Hearing, which informs Enrollee of the hearing procedure and which contains the Enrollee case file and includes the information used by the MCO in arriving at its adverse decision. TENNCARE will issue the Notice of Hearing sufficiently in advance of the resolution timeframe for Appeals. See 42 C.F.R. §438.406(b)(4); 42 C.F.R. §438.408(b); 42 C.F.R. §438.408(c).
- 2.19.6.5 The CONTRACTOR shall ensure that punitive action is not taken against a provider who requests expedited resolution of an Appeal, or who supports an enrollee's Appeal. See 42 C.F.R. §438.410(b).
- 2.19.7 **Timeframes for Resolving Standard and Expedited Appeals**
- 2.19.7.1 Each Appeal shall be resolved as expeditiously as the enrollee's health condition requires. Standard Appeals shall be resolved within ninety (90) calendar days of receipt; Expedited Appeals shall be resolved within seventy-two (72) hours of TENNCARE's receipt of CONTRACTOR's Reconsideration response. See 42 C.F.R. §438.408(a); 42 C.F.R. §438.408(b)(2)-(3).

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- 2.19.7.2 The CONTRACTOR may extend the resolution timeframe by up to fourteen (14) calendar days if either:
  - 2.19.7.2.1 The Enrollee requests the extension, or
  - 2.19.7.2.2 Consistent with TennCare policy, the CONTRACTOR shows the need for additional information and shows that the delay is in the enrollee's interest. See 42 C.F.R. §438.408(c)(1); 42 C.F.R. §438.408(b)(2).
- 2.19.7.3 If the CONTRACTOR extends the resolution timeframe pursuant to 2.19.7.2, CONTRACTOR shall, within two (2) calendar days, give enrollee written notice of the reason for the extension. (Reasonable effort should also be made to confer oral notice). This written notice shall inform enrollee of the right to file a Grievance if enrollee disagrees with the extension. See 42 C.F.R. §438.408(c)(2)(i)-(iii); 42 C.F.R. §438.408(b)(2).
- 2.19.8 **Notice of Appeal Resolution**
  - 2.19.8.1 TENNCARE must provide enrollee with a written, and dated notice of Appeal resolution. The notice of Appeal resolution must be in a format and language that meets 42 C.F.R. §438.10.
  - 2.19.8.2 If the notice of resolution concerns an expedited Appeal, in addition to the written notice supplied to enrollee by TENNCARE, the CONTRACTOR shall make reasonable effort to confer oral notice of the expedited Appeal resolution, and shall document its efforts to do so. See 42 C.F.R. §438.408(d)(2)(ii).
- 2.19.9 **Continuation of Benefits**
  - 2.19.9.1 The CONTRACTOR shall not accept a continuation of benefits request from a provider, since providers are prohibited from requesting continuation of benefits pursuant to 42 C.F.R. §438.402(c)(1)(ii) and §438.420(b)(5). The CONTRACTOR shall continue the enrollee's benefits while an Appeal is in process if all of the following occur:
    - 2.19.9.1.1 The enrollee files the request for an Appeal within sixty (60) calendar days following the date on the Adverse Benefit Determination notice.
    - 2.19.9.1.2 The Appeal involves the termination, suspension, or reduction of a previously authorized Medicaid service.
    - 2.19.9.1.3 The enrollee's services were ordered by an authorized provider.
    - 2.19.9.1.4 The period covered by the original authorization has not expired.
    - 2.19.9.1.5 Enrollee files the request for continuation of benefits within ten (10) calendar days of the date on the notice of Adverse Benefit Determination, or if enrollee files the request before the intended effective date of the proposed Adverse Benefit Determination. See; 42 C.F.R. §438.420(b)(1)-(5); 42 C.F.R. §438.402(c)(2)(ii).
  - 2.19.9.2 If, at the enrollee's request, the CONTRACTOR continues or reinstates the enrollee's benefits while the Appeal is pending, the benefits shall be continued until one of the following occurs:

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- 2.19.9.2.1 The enrollee withdraws the Appeal; or
- 2.19.9.2.2 A SFH decision adverse to the enrollee is issued. See 42 C.F.R. §438.420(c)(1)-(3); 42 C.F.R. §438.408(d)(2).
- 2.19.9.3 The CONTRACTOR shall authorize or provide the disputed services promptly, and as expeditiously as the enrollee's health condition requires (but no later than seventy-two (72) hours from the date it receives notice reversing the determination). See 42 C.F.R. §438.424(a). The CONTRACTOR's initial adverse determination can be reversed in one of three ways during the TennCare Appeal Process: (1) By the CONTRACTOR itself following Reconsideration, (2) By TENNCARE following its pre-hearing medical necessity or coverage review, or (3) by the hearing officer's Initial Order resolving the Appeal. In each of the three situations, TENNCARE will issue a directive instructing CONTRACTOR of the action it shall take and of the attendant deadline.
- 2.19.9.4 The CONTRACTOR shall pay for disputed services received by the enrollee while the Appeal was pending in the event that the CONTRACTOR's Reconsideration determination or the TENNCARE Appeal resolution reverses the CONTRACTOR's initial decision to deny authorization of the benefit under Appeal. See 42 C.F.R. §438.424(b).
- 2.19.9.5 The CONTRACTOR shall notify the requesting provider and give the enrollee written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. See 42 C.F.R. §438.210(c); 42 C.F.R. §438.404.
- 2.19.10 **Grievances**
- 2.19.10.1 The CONTRACTOR shall allow an enrollee to file an oral or written Grievance with a CONTRACTOR at any time. See 42 C.F.R.438.402(c)(2)(i); 42 C.F.R.438.402(c)(3)(i).
- 2.19.10.2 The CONTRACTOR shall resolve each Grievance and provide notice of Grievance resolution within ninety (90) calendar days from the day the CONTRACTOR receives the Grievance. See 42 C.F.R. §438.408(a); 42 C.F.R. §438.408(b)(1).
- 2.19.10.3 The CONTRACTOR shall issue a written acknowledgment of receipt of the Grievance within five (5) business days. This written acknowledgement need not be conferred if the CONTRACTOR issues the notice of Grievance resolution within five (5) business days of receiving the Grievance.
- 2.19.10.4 The CONTRACTOR shall issue a written, dated notice of Grievance resolution in a format and language that meets 42 C.F.R. §438.10. See 42 C.F.R. §438.408(d)(1).
- 2.19.11 **Grievance and Appeal Recordkeeping Requirements**
- 2.19.11.1 The CONTRACTOR must maintain records of Grievances and Appeals and shall make such records readily available to TENNCARE or to CMS upon request. See 42 C.F.R. §438.416(a); 42 C.F.R. §438.416(c).
- 2.19.11.2 The CONTRACTOR's record of each Grievance and Appeal shall include:
  - 2.19.11.2.1 A general description of the reason for the Appeal or Grievance.

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- 2.19.11.2.2 The date received.
- 2.19.11.2.3 The date of each review or, if applicable, review meeting.
- 2.19.11.2.4 The date of resolution and how it was resolved.
- 2.19.11.2.5 The identity of the enrollee for whom the Appeal or Grievance was filed.  
See 42 C.F.R. §438.416(b)(1)-(6).
- 2.19.12 **Provision of Information About Enrollee Grievance and Appeal Rights**
  - 2.19.12.1 The CONTRACTOR shall inform its assigned enrollees, contracted providers and subcontractors about the Appeal process and shall inform them of the toll-free number for filing oral Grievances and Appeals. See 42 C.F.R. §438.414; 42 C.F.R. §438.10(g)(1)(v).
  - 2.19.12.2 The CONTRACTOR shall include information about the enrollee's Grievance and SFH rights in the following materials:
    - 2.19.12.2.1 NABD and notice of Appeal resolution;
    - 2.19.12.2.2 Provider and subcontractor contracts with CONTRACTOR;
    - 2.19.12.2.3 Member Handbook and Provider Manual;
    - 2.19.12.2.4 Provider training materials;
    - 2.19.12.2.5 CONTRACTOR website.
  - 2.19.13 The CONTRACTOR shall devote a portion of its regularly scheduled QM/QI committee meetings, as described in Section 2.15.2, to the review of enrollee Appeals and to addressing identified deficiencies with the CONTRACTOR's Grievance and Appeal processes.
  - 2.19.14 The CONTRACTOR shall have a designated business unit responsible for processing Grievances and Appeals in accordance with applicable law and TENNCARE requirements. CONTRACTOR's Appeals unit shall include sufficient numbers of appropriately trained and licensed physicians, clinicians, and support staff necessary to timely process and resolve Appeals in accordance with potentially evolving regulatory and TENNCARE requirements.
  - 2.19.15 At any point in the Appeal process, TENNCARE must have the authority to remove a member from the CONTRACTOR's MCO when it is determined that such removal is in the best interest of the member and TENNCARE.
  - 2.19.16 The CONTRACTOR shall require its contracted providers to publicly-display notices of enrollee Appeal rights. The CONTRACTOR shall ensure that providers have correct and adequate supply of these notices.
  - 2.19.17 The CONTRACTOR understands that the Grievance and Appeal process requirements are always subject to change based on legal developments and on TENNCARE's interpretation of its obligations under new or existing law.

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- 2.19.18 The CONTRACTOR shall provide general and targeted education to its contracted providers regarding the Appeal process. This training will cover the provider's rights and obligations concerning the Appeal Process including provider's obligation to timely supply medical records necessary for the Appeal Process and including requirements concerning submission of requests for expedited prior authorization decisions and requests for expedited Appeal resolution.
- 2.19.19 The CONTRACTOR shall provide notice to contract providers regarding provider responsibility in the Appeal process, including but not limited to, the provision of medical records and/or documentation as described herein.
- 2.19.20 The CONTRACTOR shall urge providers who feel they cannot order a drug on the TennCare Preferred Drug List (PDL) to seek prior authorization, as well as to take the initiative to seek prior authorization or change or cancel the prescription when contacted by a member or pharmacy regarding denial of a pharmacy service due to system edits (e.g., therapeutic duplication, etc.).
- 2.19.21 Member TennCare eligibility and eligibility-related Grievances and Appeals, including but not limited to, long-term care eligibility and enrollment, termination of eligibility, effective dates of coverage, and the determination of premium, copayment, and patient liability responsibilities shall be directed to TENNCARE.

**21. Section 2.20.1.5 and 2.20.1.6 shall be deleted and replaced as follows:**

- 2.20.1.5 The CONTRACTOR, as well as its subcontractors shall comply with all federal requirements (42 CFR Part 455) on disclosure reporting. All tax-reporting provider entities that bill and/or receive TennCare funds as the result of this Contract shall submit routine disclosures in accordance with timeframes specified in 42 CFR Part 455, Subpart B and TennCare policies and procedures, including at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form, within thirty five (35) days after any change in ownership of the disclosing entity, at least once every three (3) years, and at any time upon request.
- 2.20.1.6 The CONTRACTOR's providers, whether contract or non-contract, shall comply with all federal requirements (42 CFR Part 455) on disclosure reporting. All tax-reporting provider entities that bill and/or receive TennCare funds as the result of this Contract shall submit routine disclosures in accordance with timeframes specified in 42 CFR Part 455, Subpart B and TennCare policies and procedures, including at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form, within thirty five (35) days after any change in ownership of the disclosing entity, at least once every three (3) years, and at any time upon request. For providers, this requirement may be satisfied through TENNCARE's provider registration process.

**22. Section 2.22.1 and 2.22.2.1 shall be deleted and replaced as follows:**

**A.2.22.1 General**

To the extent that the CONTRACTOR compensates providers on a fee-for-service or other basis requiring the submission of claims as a condition of payment, the CONTRACTOR shall process, as described herein, the provider's claims for covered benefits provided to members consistent with applicable CONTRACTOR policies and procedures and the terms of this Contract including but not

limited to timely filing, compliance with all applicable state and federal laws, rules and regulations, including the development, staff and provider education and training, and implementation of all state and federal standardization initiatives (e.g., 5010, ICD 10, etc.) within the designated guidelines and timeframes specified by TENNCARE and/or CMS. The CONTRACTOR's claims processing system shall comply with Section 6504(a) of the ACA, which requires that state claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Act.

2.22.2.1 The CONTRACTOR shall maintain a claims management system that can uniquely identify the provider of the service (ensuring all billing information related to tax-reporting business entities and information related to individuals who provide services are properly reported on claims), date of receipt (the date the CONTRACTOR receives the claim as indicated by a date-stamp), real-time-accurate history of actions taken on each provider claim (i.e., paid, denied, suspended, appealed, etc.), date of payment (the date of the check or other form of payment) and all data elements as required by TENNCARE for encounter data submission (see Section 2.23), and can track and report service use against benefit limits in accordance with a methodology set by TENNCARE. In addition, the CONTRACTOR's claims management system shall support the requirements set out in Section 2.23.4.1 of this Contract.

**23. Section 2.23.4 shall be amended by adding a new Section 2.23.4.1 and renumbering the existing Sections accordingly, including any references thereto:**

2.23.4.1 General Encounter Data Standards

2.23.4.1.1 The CONTRACTOR's claims management system shall contain the following capabilities for the purpose of encounter data submissions:

2.23.4.1.1.1 Collection and maintenance of sufficient enrollee encounter data to identify the provider who delivers any item(s) or service(s) to enrollees.

2.23.4.1.1.2 Submission of enrollee encounter data to TENNCARE at a frequency and level of detail to be specified by CMS and TENNCARE, based on program administration, oversight, and program integrity needs.

2.23.4.1.1.3 Submission of all enrollee encounter data that TENNCARE is required to report to CMS.

2.23.4.1.1.4 Specifications for submitting encounter data to TENNCARE in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate.

**24. Section 2.25.3 shall be deleted and replaced as follows:**

**2.25.3 Inspection of Work Performed**

TENNCARE, CMS, or their representatives shall, at all reasonable times, have the right to enter into the CONTRACTOR's premises, or such other places where duties of this Contract are being performed, to inspect, monitor, or otherwise evaluate including periodic audits of the work being performed. The CONTRACTOR and all other subcontractors or providers shall supply reasonable

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access to all facilities and assistance for TENNCARE's representatives. The CONTRACTOR shall require that contracts with all subcontractors require the subcontractor to make available, for the purposes of an audit, evaluation, or inspection by the state, CMS, the DHHS Inspector General, the Comptroller General or their designees, its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to its TennCare members. All inspections and evaluations shall be performed in such a manner as to minimize disruption of normal business.

**25. Section 2.29.1.3.14 shall be deleted and replaced as follows:**

2.29.1.3.14 At least one (1) full-time investigator per operating region dedicated solely to TennCare program investigations and at least one (1) staff person responsible for all fraud and abuse detection activities, including the fraud and abuse compliance plan, as set forth in Section 2.20 of this Contract. The investigator(s) shall have full knowledge of provider investigations related to the TennCare program and will be the key staff handling day-to-day provider investigation related inquiries from TENNCARE;

**26. Section 2.30.3 shall be deleted and replaced as follows:**

**A.2.30.3 Population Health Reports**

2.30.3.1 The CONTRACTOR shall submit a quarterly *Population Health Update Report* addressing all seven (7) Population Health Programs (see Section 2.8.4 of this Contract). The report shall include process and operational data and any pertinent narrative to include any staffing changes, training or new initiatives occurring in the reporting period.

2.30.3.2 The CONTRACTOR shall submit an annual, a *Population Health Annual Report* in the format described in the annual report template provided by TENNCARE. The report shall include active participation rates, as designated by NCQA, for programs with active interventions. Short term and intermediate outcome data reporting is required. Member satisfaction shall be reported based upon NCQA requirements along with functional status for members in the Chronic Care Management and Complex Case Management programs.

2.30.3.3 The CONTRACTOR shall submit annually on January 30, a *Population Health Program Description* following the guidance provided by TENNCARE addressing Section 2.8 of this Contract. The program description shall include a written description of how the plan assures that members less than 21 years of age will have their health risks identified and their health needs met at the appropriate risk Level. The program description shall also include a CHOICES and ECF CHOICES narrative as outlined in Section 2.8.11 of this Contract and address the Clinical Practice Guidelines reference in Section 2.8.7 of this Contract.

**27. Section 2.30.6 shall be amended by adding new Sections 2.30.6.14 through 2.30.6.17 as follows:**

2.30.6.14 The CONTRACTOR shall submit a quarterly *Meeting the Urgent (RED FLAG) Needs of Members during Transition Report* that provides data requested by TENNCARE following the provisions outlined in the "QUALITY OVERSIGHT OPERATIONAL PROTOCOL - Meeting the Urgent Needs of Members during Transition", which shall include but not be limited to:

2.30.6.14.1 The date that the 834 plan enrollment file was received by the MCO that shows that the applicable "Red Flag" member has been transferred to the MCO's membership (where applicable);

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- 2.30.6.14.2 The date that the 834 plan enrollment file was received by the MCO (following the member's transition) that shows that the applicable "Red Flag" member has been transferred from the MCO's membership (where applicable);
- 2.30.6.14.3 The date that the "Transition Report/Data Request File" was sent to the Sending MCO;
- 2.30.6.14.4 The date that the "Transition Report/Data Request File" was received from the Receiving MCO;
- 2.30.6.14.5 The date of the first successful outreach contact;
- 2.30.6.14.6 The type of outreach;
- 2.30.6.14.7 The outreach recipient;
- 2.30.6.14.8 The final disposition of member outreach; and
- 2.30.6.14.9 A list of MCO employees that received Red Flag Trigger training.
- 2.30.6.14.10 The CONTRACTOR may request one (1) extension of up to three (3) business days from TENNCARE for completion of its "Red Flag" outreach process. TENNCARE shall designate the format in which the request may be made. Extension requests will only be granted by TENNCARE upon extenuating circumstances beyond the CONTRACTOR's control, and such request for an extension shall be made as soon as practicable but not later than twenty-four (24) hours after the third (3<sup>rd</sup>) business day of initial attempted member outreach.
- 2.30.6.15 The CONTRACTOR shall submit to TENNCARE twice a year in Quarter 2 and Quarter 4 a *Semi-Annual HH/PDN Coordination Report* demonstrating the CONTRACTOR's completion of requirements described in Sections 2.9.4.1.1 through 2.9.4.1.3 in accordance with a template described by TENNCARE.
- 2.30.6.16 The CONTRACTOR shall provide a *Monthly HH/PDN Coordination Report* to TENNCARE, as described in Section 2.9.4.1.4.4.2, for each member outlining continued engagement, assessments, transition planning discussions and activities and supporting documentation. The report shall also include clinical assessment documenting whether the patient is ventilator dependent or has a tracheostomy or other complex respiratory care needs and current skilled nursing needs, including the frequency of skilled assistance required.
- 2.30.6.17 The CONTRACTOR shall provide a *Weekly Member MCO Selection/Assignment Report* in accordance with Section 2.9.4.1.4.5.

**28. Sections 2.30.10.11 through 2.30.10.12.3 shall be deleted and replaced as follows:**

- 2.30.10.11 The CONTRACTOR shall submit a single *Annual Provider Outreach Plan* detailing communication plans with the Tennessee Health Link (THL), Patient Centered Medical Home (PCMH) and Episodes of Care providers no later than December 1<sup>st</sup> of each year for review and approval by TENNCARE. The *Annual Provider Outreach Plan* shall be effective as of January 1<sup>st</sup> of the next calendar year.
- 2.30.10.11.1 The *Annual Provider Outreach Plan* shall be written in accordance with guidance prepared by TENNCARE. This outreach plan shall outline communication efforts with providers engaged in the Tennessee Health Link (THL), Patient Centered Medical Home (PCMH) and Episodes of Care initiatives. It shall include, but is not limited to: all proposed education regarding reading and interpreting provider reports; all proposed details regarding report delivery and accessibility; a plan for (at least) quarterly leadership meetings either in person or WebEx/teleconference, depending on the preference of the Health Link, between MCO program leads and PCMH/THL practice leadership; detailed strategy outlining the providers or quarterbacks to prioritize when conducting outreach efforts (i.e. providers who did not open reports or owe a penalty). These quarterly meetings shall occur between one (1) and ninety (90) calendar days after provider reports are issued so that the content of the reports can be discussed.
- 2.30.10.11.2 For THL and PCMH providers with less than 500 members, the CONTRACTOR may alter the quarterly in person meeting schedule and/or meet by phone. For PCMH providers who have participated in the initiative for at least one year, the CONTRACTOR may alter the quarterly in person meeting schedule and/or meet by phone.
- 2.30.10.12 The CONTRACTOR shall submit a quarterly *Outreach Plan Tracking Document* in accordance with guidance prepared by TENNCARE. The CONTRACTOR shall submit the *Outreach Plan Tracking Document* no later than one (1) week after each quarter in the calendar year for the Tennessee Health Link (THL), Patient Centered Medical Homes (PCMH) and Episodes of Care initiatives. There should be separate quarterly *Outreach Plan Tracking Documents* for THL, PCMH and Episodes of Care that shall record all in-person visits, calls, mailings, and all other communications for THL, PCMH and Episodes of Care. Therefore, each quarter, a total of three (3) separate *Outreach Plan Tracking Documents* will be sent to TENNCARE by the CONTRACTOR. The details regarding when such outreach shall occur are described in Sections 2.30.10.7.1.1 to 2.30.10.7.1.3.
- 2.30.10.12.1 The CONTRACTOR shall alert all providers or quarterbacks to the availability of their reports through emails and/or letters. The CONTRACTOR shall supplement alerts to providers or quarterbacks with calls, in-person visit, WebEx, fax, provider Information Expos, State Medical Association Conferences, or online videos.
- 2.30.10.12.2 In the initial communication to providers or quarterbacks, the CONTRACTOR shall provide instructions on 1) how to access full reports, and 2) how to share or update electronic contact information. Ensuring that providers have given their most up-to-date contact information is essential for them to receive alerts about any changes to their reports or newly released reports.

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2.30.10.12.3 The CONTRACTOR shall also use in-person education, newsletters, web banners, and scripted calls to share general information and updates about Episode of Care, Patient Centered Medical Home and Health Link reports.

**29. Section 2.30.11 shall be amended by adding a new Section 2.30.11.6 as follows:**

2.30.11.6 Effective July 1, 2017, the CONTRACTOR shall submit an annual *Behavioral Health Coverage Annual Report* to the TENNCARE on or before March 1 of each year that contains information for enrollees in the TennCare program in accordance with Tennessee Code Annotated, 71-5-154, regarding coverage of mental health and alcohol and drug dependence benefits. This report shall include full and complete information regarding enrollees in the TennCare program in a format prescribed by TENNCARE.

**30. Section 2.30.13.1.3 shall be deleted in its entirety as well as any references thereto.**

**31. Section 2.30.13.6 through 2.30.13.6.2 shall be amended by deleting and replacing the words “Complaint” or “Complaints” with “Complaint or Appeal” and “Complaints and Appeals”.**

**32. Section 2.13.16.2.2 shall be deleted and replaced as follows:**

2.30.16.2.2 The CONTRACTOR shall submit an annual Ownership and Financial Disclosure Report to TENNCARE. This report shall include full and complete information regarding ownership, financial transactions and persons as described in Section 2.21.9 and shall be submitted March 1 of each calendar year and at other times as required by TENNCARE. At a minimum, the information reported on shall include the following:

2.30.16.2.2.1 The name and address of any person (individual or corporation) with an ownership or control interest in the managed care entity and its subcontractors. The address for corporate entities shall include as applicable primary business address, every business location, and P.O. Box address.;

2.30.16.2.2.2 The date of birth and Social Security Number (SSN) of any individual with an ownership or control interest in the MCP and its subcontractors;

2.30.16.2.2.3 Other tax identification number of any corporation with an ownership or control interest in the MCP and any subcontractor in which the MCP has a 5 percent or more interest;

2.30.16.2.2.4 Information on whether an individual or corporation with an ownership or control interest in the MCP is related to another person with ownership or control interest in the MCP as a spouse, parent, child, or sibling;

2.30.16.2.2.5 Information on whether a person or corporation with an ownership or control interest in any subcontractor in which the MCP has a 5 percent or more interest is related to another person with ownership or control interest in the MCP as a spouse, parent, child, or sibling

2.30.16.2.2.6 The name of any other disclosing entity in which an owner of the MCP has an ownership or control interest; and

Amendment 42 (cont.)

2.30.16.2.2.7 The name, address, date of birth, and SSN of any managing employee of the MCP,

**33. Section 2.30.22.4 shall be deleted and replaced as follows:**

2.30.22.4 On an annual basis, the CONTRACTOR shall assist TENNCARE with its health disparities survey efforts. These surveys shall be conducted on-line over a period of 10 weeks.

2.30.22.4.1 On its website, the CONTRACTOR shall host weblinks/web-addresses that will redirect members and other survey participants to TENNCARE's website where the health disparities surveys are located. In addition, the CONTRACTOR shall assist TENNCARE with its health disparities survey efforts by sending emails, texts, and other electronic and social media communications to members and other survey participants. TENNCARE shall provide the CONTRACTOR with the weblinks/web-addresses to these survey questions and templates of the survey communication materials.

2.30.22.4.2 The CONTRACTOR shall collaborate with TENNCARE and other entities designated by TENNCARE to develop and implement projects, such as the annual health disparities action plan to identify, evaluate, and reduce, to the extent practicable, health disparities based on age, race, ethnicity, sex, primary language, and disability statuses.

**34. Section 2.30.1.8 through 2.30.1.8.2 shall be deleted in its entirety and the content shall be moved to a new Section 2.30.22.5 and the content shall be amended as follows:**

2.30.22.5 In accordance with the requirements set forth in 42 U.S.C. § 300kk, to the extent practicable, the CONTRACTOR shall develop and maintain the ability to collect and report data on race, ethnicity, sex, primary language, and disability status for applicants and members and from applicants' and members' parents or legal guardians if applicants or members are minors or legally incapacitated individuals. In collecting this data the CONTRACTOR shall use the Office of Management and Budget (OMB) standards, at a minimum, for race and ethnicity measures. Race and Ethnic Standards established for *Federal Statistics and Administrative Reporting* include the following categories as defined by the OMB:

2.30.22.5.1 Race – American Indian or Alaska Native, Asian, black or African American, native Hawaiian or other Pacific Islander, white;

2.30.22.5.2 Ethnicity – Hispanic or Latino, Not Hispanic or Latino.

**35. Section 3A.13.4 shall be amended as follows:**

3A.13.4 The CONTRACTOR shall use information regarding members gathered through assessment UM, and other processes as well as predictive modeling to help identify members with the most significant health and/or behavioral health needs who are at the highest risk and who offer the greatest potential for improvements in health outcomes, and to stratify members and prioritize Nurse Care Manager resources accordingly, such that individual Nurse Care

Managers may have a greater or lesser number of assigned members based on the level of need of such members. The average Nurse Care Manager-to-member ratio shall not exceed 1:50 for all members enrolled in the Integrated Health Services Deliver Model and shall be adjusted as needed to ensure compliance with all applicable requirements, including minimum Nurse Care Manager contacts specified in 3A.12.

**36. Section 4.1.9 shall be amended as follows:**

4.1.9 The CONTRACTOR shall fully participate in and faithfully execute all directed payment programs established by TENNCARE. These directed payment programs will be defined by TENNCARE. TENNCARE will establish criteria for each directed payment program, including but not limited to the time frame for the directed payment; providers who will participate in the directed payment; and the mechanism for the calculation and delivery of the amount(s) to be paid to the selected providers. The CONTRACTOR will collect and provide to TENNCARE such information as is required to support all directed payment programs. Directed payment programs will be in accordance with CMS requirements, including 42 CFR 438.6(c).

**37. Section E.29.2.2.7 shall be amended by amending Level A.6(b), A.13, A.14(b), A.36, B.18, adding a new A.16(a) through A.16(c), renumbering the remaining Levels accordingly, and deleting the existing A.10(b) and renumbering A.10(a) as A.10 and the remaining Levels accordingly, including any references thereto.**

LEVEL	PROGRAM ISSUES	DAMAGE
A.6(b)	Failure to timely authorize and arrange provision of a benefit approved by the CONTRACTOR on Reconsideration during the SFH process. "Timely" means as quickly as the enrollee's condition requires, but no later than within seventy-two (72) hours of receiving the approval decision. See section 2.19.9.4	\$500 per calendar day CONTRACTOR is in default, plus: either (1) amounts sufficient to offset any savings CONTRACTOR garnered by failing to authorize provision of the benefit, or (2) actual cost to have the benefit conferred by an alternate contractor
A.13	Identification of a systemic failure of CONTRACTOR's Appeal System, as evidenced by CONTRACTOR's failure to meet compliance requirements for any aspect of the Appeal system in over 20% of Appealed cases during a 60-day period	\$500 per calendar day CONTRACTOR is in default until a TENNCARE-approved corrective action plan is fully implemented by the CONTRACTOR

Amendment 42 (cont.)

<p><b>A.14(b)</b></p>	<p>Failure to review nursing and aide care notes and the results of face-to-face assessments, including care coordination or case management visits conducted by the CONTRACTOR, prior to the reduction of any covered home health or private duty nursing services prescribed by a treating physician for a chronic condition, or to provide such documentation which supports the CONTRACTOR's medical necessity determination to TENNCARE upon request.</p>	<p>The cost of home health or private duty nursing services not provided plus \$500 per day, per occurrence, for each day that care was not provided (i.e., denied or reduced)</p>
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<p><b>A.16(a)</b></p>	<p>Enrollee Benefit Appeals. Failure to confer a timely and complete response to an <i>On Request Report</i> instructing CONTRACTOR to determine whether a request for SFH warrants expedited resolution.</p>	<p>\$500 per calendar day CONTRACTOR is in default</p>
<p><b>A.16(b)</b></p>	<p>Enrollee Benefit Appeals. Failure to confer a timely and complete response to an <i>On Request Report</i> instructing CONTRACTOR to conduct Reconsideration of the CONTRACTOR -proposed Adverse Benefit Determination. The Reconsideration response shall contain the written medical review, the CONTRACTOR's Reconsideration decision and all information on which the decision was based.</p>	<p>\$500 per calendar day CONTRACTOR is in default</p>
<p><b>A.16(c)</b></p>	<p>Enrollee Benefit Appeals. Failure to provide a timely and complete response to a TENNCARE request for appeal-related documentation including but not limited to:</p> <ul style="list-style-type: none"> <li>• prior authorization requests and decisions,</li> <li>• notices of ABD issued to enrollee,</li> </ul>	<p>\$500 per calendar day CONTRACTOR is in default</p>

Amendment 42 (cont.)

	<ul style="list-style-type: none"> <li>• Evidence-based criteria and other CONTRACTOR guidelines forming the basis for CONTRACTOR's ABD,</li> <li>• enrollee medical records and medical history considered by the CONTRACTOR in its PA or Reconsideration determination,</li> <li>• enrollee medical records submitted in relation to the PA or SFH request,</li> <li>• Medical Necessity reviews conducted by CONTRACTOR in relation to the PA or Reconsideration request, and</li> <li>• Any other information related to the benefit under dispute.</li> </ul>	
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<b>A.36</b>	<p>Failure to complete the PAE process and/or ensure that a PAE is submitted to TENNCARE within twenty (20) business days of the enrollment visit, per Section 2.9.6.14, on all referrals, except those individuals who are screened out who do not subsequently request to continue the intake process or individuals who choose to terminate the intake process, which must be documented in writing</p>	<p>\$500 per day beginning twenty (20) business days after completion of the enrollment visit until date of PAE submission</p>
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<b>B.18</b>	<p>Failure to maintain a CONTRACTOR Grievance or CONTRACTOR Appeal System as required in Section 2.19 of this Contract</p>	<p>\$500 per calendar day CONTRACTOR is in default</p>
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Amendment 42 (cont.)

All of the provisions of the original Contract not specifically deleted or modified herein shall remain in full force and effect. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective January 1, 2018.

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).

The CONTRACTOR, by signature of this Amendment, hereby affirms that this Amendment has not been altered and therefore represents the identical document that was sent to the CONTRACTOR by TENNCARE.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

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

**VOLUNTEER STATE HEALTH PLAN, INC.**

**BY:** \_\_\_\_\_  
*Larry B. Martin*  
*Commissioner*

**BY:** \_\_\_\_\_  
*Amber Cambron*  
*President & CEO VSHP*

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Supplemental Documentation Required for Fiscal Review Committee

<b>*Contact Name:</b>	Alma Chilton	<b>*Contact Phone:</b>	615-507-6384		
<b>*Presenter's Name</b>	William Aaron, Chief Financial Officer				
<b>Edison Contract Number: (if applicable)</b>	29635	<b>RFS Number: (if applicable)</b>	31866-00026		
<b>*Original Contract Begin Date:</b>	July 1, 2001	<b>*Current End Date:</b>	12/31/2018		
<b>Current Request Amendment Number: (if applicable)</b>	42				
<b>Proposed Amendment Effective Date: (if applicable)</b>	January 1, 2018				
<b>*Department Submitting:</b>	Department of Finance and Administration				
<b>*Division:</b>	Health Care Finance and Administration				
<b>*Date Submitted:</b>	October 26, 2017				
<b>*Submitted Within Sixty (60) days:</b>	Yes				
<b>If not, explain:</b>	NA				
<b>*Contract Vendor Name:</b>	Volunteer State Health Plan, Inc. (TennCare Select)				
<b>*Current Maximum Liability:</b>	\$5,300,523,505.90				
<b>*Estimated Total Spend for Commodities</b>	N/A				
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
<b>FY: 2002</b>	<b>FY: 2003</b>	<b>FY: 2004</b>	<b>FY: 2005</b>	<b>FY 2006</b>	<b>FY 2007</b>
\$18,599,868.00	\$33,079,942.00	\$63,490,156.00	\$116,014,894.00	\$175,496,222.00	\$175,496,222.00
<b>FY: 2008</b>	<b>FY: 2009</b>	<b>FY: 2010</b>	<b>FY: 2011</b>	<b>FY:2012</b>	<b>FY 2013</b>
\$200,000,000.00	\$200,000,000.00	\$404,906,600.00	\$443,906,600.00	443,906,600.00	443,906,600.00
<b>FY: 2014</b>	<b>FY: 2015</b>	<b>FY: 2016</b>	<b>FY: 2017</b>	<b>FY: 2018</b>	<b>FY: 2019</b>
\$443,906,600.00	\$443,906,600.00	\$443,906,600.00	\$500,000,000.00	\$500,000,000.00	\$250,000,000.00
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation Edison report - Attached)</b>					
<b>FY: 2002</b>	<b>FY: 2003</b>	<b>FY: 2004</b>	<b>FY: 2005</b>	<b>FY 2006</b>	<b>FY 2007</b>
\$290,556,541.35	\$413,769,656.17	\$811,750,972.40	\$990,250.679.53	\$904,108,515.31	\$929,733,206.66
<b>FY: 2008</b>	<b>FY: 2009</b>	<b>FY: 2010</b>	<b>FY:2011</b>	<b>FY: 2012</b>	<b>FY 2013</b>
\$367,161,736.62	\$382,199,549.22	\$384,317,146.84	\$376,871,961.99	\$385,566,957.59	\$389,790,953.99
<b>FY: 2014</b>	<b>FY: 2015</b>	<b>FY: 2016</b>	<b>FY: 2017</b>	<b>FY: 2018</b>	
\$405,469,617.80	\$419,552,360.15	\$443,450,945.20	\$429,551,447.81	\$106,099,145.84 (thru 9/28/2017)	
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>			N/A		
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>			N/A		
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and</b>			TennCare is obligated by contract to reimburse the Managed Care Organization for medical claims paid by the plan to		

## Supplemental Documentation Required for Fiscal Review Committee

explain how funding was acquired to pay the overage:		providers and pay an administrative capitation payment per member to cover administrative costs. The maximum liability amounts for this contract represent the payments made by the state to the plan to provide claims processing and other administrative services for each fiscal year. The contract payments reported for each fiscal year represent both the medical claims reimbursement payments and the administrative payments to the plan.		
*Contract Funding Source/Amount:	State:	\$1,854,841,329.04	Federal:	\$3,445,682,176.86
Interdepartmental:			Other:	
If "other" 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>		
November 1, 2002		Amendment #1 – Language Modification, including changes to MCO language; Term Extension; Maximum Liability Increase		
May 29, 2003		Amendment #2 - Language Modification, including changes to MCO language; Maximum Liability Increase		
July 1, 2003		Amendment #3 – Language Modification, including changes to MCO language		
November 14, 2003		Amendment #4 - Language Modification, including changes to MCO language; Maximum Liability Increase		
December 15, 2003		Amendment #5 - Language Modification, including changes to MCO language; Maximum Liability Increase		
January 1, 2004		Amendment #6 – Language Modification, including changes to MCO language; Term Extension; Maximum Liability Increase		
July 1, 2004		Amendment #7 – Language Modification, including changes to MCO language		
October 26, 2004		Amendment #8 - Language Modification, including changes to MCO language; Maximum Liability Increase		
January 1, 2005		Amendment #9 – Language Modification, including changes to MCO language; Term Extension; Maximum Liability increase		
May 18, 2005		Amendment #10 - Language Modification, including changes to MCO language; Maximum Liability Increase		
July 1, 2005		Amendment #11 – Language Modification, including changes to MCO language		
January 1, 2006		Amendment #12 – Language Modification, including changes to MCO language; Term Extension; Maximum Liability Increase		
March 30, 2006		Amendment #13 – Language Modification, including changes to MCO language; Maximum Liability Increase		
April 28, 2006		Amendment #14 – Language Modification, including changes to MCO language; Maximum Liability Increase		
July 1, 2006		Amendment #15 – Language Modification, including changes to MCO language; Maximum Liability Increase		
January 1, 2007		Amendment #16 - Language Modification, including changes to MCO language; Term Extension; Maximum Liability Increase		
July 1, 2007		Amendment #17 - Language Modification, including changes to MCO language; Term Extension; Maximum Liability Increase		
May 1, 2008		Amendment #18 – Language Modification, including changes to MCO language; Term Extension; Maximum Liability Increase		
March 1, 2009		Amendment #19 – This amendment provided Shared Risk for Contractor, payment for Performance Measures, including		

## Supplemental Documentation Required for Fiscal Review Committee

	EPSDT, Medical Service Budget Target, Case Manager Assignment, as well as establish bonus pool for shared risk initiative. The establishment of partial risk arrangements with managed care entities allows the state to claim a more favorable federal matching rate as well as properly align incentives between the State and the managed care entity.
July 1, 2009	Amendment #20 - This amendment extended the term and provided funds to support the term extension of existing services. Additionally, due to integration of behavioral services into the already existing medical service scope of service, this amendment provided language and funds to support this integration scheduled to begin September 1, 2009.
October, 2009	Amendment #21 - provides language nurse case management services to support MR enrollees currently being served by separate contractor.
March 1, 2010	Amendment #22 – provides language to comply with Long Term Care Community Choices Act of 2008 for provision of home and community based services and restructuring the long term care system in Tennessee.
July 1, 2010	Amendment #23 - Provide language relating to enforcement of Annual Coverage Assessment Act of 2010 and clarifications of Long-Term care reporting.
January 1, 2011	Amendment #24 - Address Program Integrity clarifications, Performance measures, CHOICES requirement clarifications, and update risk adjustment language modifications.
July 1, 2011	Amendment #25 - (1) Clarification of CHOICES Requirements; (2) Clarification of CHOICES Credentialing Requirements; (3) Clarification of Disease Management and NCQA Requirements; (4) Revise Behavioral Health Monitoring Reports, and (5) extends term and provides funding to support services for FY '12.
October 1, 2011	Amendment #26 – Inclusion of Money Follows the Person Rebalancing Demonstration Grant
January 1, 2012	Amendment #27 - Language Updates; extend term and provide funding for FY '12 and FY '13.
July 1, 2012	Amendment #28 - provides requirements for the Contractor regarding the implementation and operation of CHOICES Group 3, the portion of the CHOICES program that extends limited Home and Community Based Services (HCBS) benefits to individuals at risk of nursing facility placement.
October 1, 2012	Amendment #29 - Administration of a community health record to provide data integration services for all TennCare enrollees which include maintaining an Enterprise Master Person Index (EMPI), a central repository for person-centric data from a variety of contributing systems, and facilitates the integrity of a single person record. No additional funding is required relative to this amendment.
January 1, 2013	Amendment #30 - Replaces Disease Management requirements with Population Health Requirements, clarifies CHOICES 3 requirements, CMS TPL language, extends term through 12/31/2014 and provides funding for FY '14.
March 15, 2013	Amendment #31 - Added language requested by the Center for Medicare and Medicaid Services (CMS) regarding the Primary Care Rate Bump Final Rule as required by the Affordable Care Act

Supplemental Documentation Required for  
Fiscal Review Committee

June 1, 2013	Amendment #32 - Added language requirements surrounding CHOICES, member material and Outreach Evaluation of MCO outreach plans, and additional changes to update references regarding Individuals with Developmental Disabilities.
January 1, 2014	Amendment #33 – Added language updates to CHOICES and extended term and funding.
August 1, 2014	Amendment #34 – Health Insurer Fee (HIF) Language
September, 2015	Amendment #35 – Health Insurer Fee (HIF) Language (revised)
December 31, 2015	Amendment #36 – Language changes per program changes/updates, term through 12/31/2016 and funding.
July 1, 2015	Amendment #37 – Language changes per program changes/updates
January 1, 2016	Amendment #38 – Program language changes and updates
July 1, 2016	Amendment #39 – Program language change and updates
January 1, 2017	Amendment #40 – Program language changes and updates; term extension and funding.
July 1, 2017	Amendment #41 – Program language changes and updates; term extension and funding.
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?	This contract was originally set up to provide medical and behavioral services to children in state custody and other high risk enrollees, as well as to be a safety net should other MCOs fail. The projected costs were based on actual services provided to those enrollees included in this population.
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives, and the reason(s) a sole-source contract is in the best interest of the State.	This contractor provides services to high risk individuals statewide. To change this contractor would be a potential risk to these enrollees and would not be in the best interest of the State.
Provide information on the circumstances and status of any disciplinary action taken or pending against the vendor during the past 5 years with state agencies/ departments, professional organizations, or through any legal action.	No disciplinary actions identified.
In addition, please provide any information regarding the due diligence that the Department has taken to ensure that the vendor is not or has not been involved in any circumstances related to illegal activity, including but not limited to fraud.	HCFA googled this contractor and did not identify any illegal activity. Language in the contract requires immediate notification to the state regarding illegal activity or fraud if discovered during the term of this Contract.



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 31866-00026	<b>Edison ID</b> 29635	<b>Contract #</b>	<b>Amendment #</b> 41
<b>Contractor Legal Entity Name</b> VSHP (TennCare Select)			<b>Edison Vendor ID</b> 0000071694

**Amendment Purpose & Effect(s)**  
Updates Scope, Extends Term, Increases Maximum Liability

**Amendment Changes Contract End Date:**     YES     NO    **End Date:**    December 31, 2018

**TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):**    \$ 500,000,000.00

Funding —					
FY	State	Federal	Inter-departmental	Other	TOTAL Contract Amount
2002	\$ 8,755,937.23	\$ 11,843,931.25			\$ 18,599,868.48
2003	\$ 15,785,123.40	\$ 17,294,819.40			\$ 33,079,942.80
2004	\$ 25,125,990.72	\$ 38,364,165.90			\$ 63,490,156.62
2006	\$ 58,007,447.00	\$ 58,007,447.00			\$ 116,014,894.00
2006	\$ 87,748,111.00	\$ 87,748,111.00			\$ 175,496,222.00
2007	\$ 87,748,111.00	\$ 87,748,111.00			\$ 175,496,222.00
2008	\$ 72,610,000.00	\$ 127,390,000.00			\$ 200,000,000.00
2009	\$ 72,610,000.00	\$ 127,390,000.00			\$ 200,000,000.00
2010	\$ 100,882,479.00	\$ 304,024,121.00			\$ 404,906,600.00
2011	\$ 131,085,619.00	\$ 312,820,981.00			\$ 443,906,600.00
2012	\$ 149,893,942.00	\$ 294,012,658.00			\$ 443,906,600.00
2013	\$ 150,102,578.00	\$ 293,804,022.00			\$ 443,906,600.00
2014	\$ 153,147,777.00	\$ 290,758,823.00			\$ 443,906,600.00
2015	\$ 155,078,771.00	\$ 288,827,829.00			\$ 443,906,600.00
2016	\$ 155,211,942.69	\$ 288,694,657.31			\$ 443,906,600.00
2017	\$ 175,085,000.00	\$ 324,915,000.00			\$ 500,000,000.00
2018	\$ 171,975,000.00	\$ 328,025,000.00			\$ 500,000,000.00
2019	\$ 85,987,500.00	\$ 164,012,500.00			\$ 250,000,000.00
<b>TOTAL:</b>	<b>\$ 1,864,841,329.04</b>	<b>\$3,445,682,176.86</b>			<b>\$ 5,300,523,505.90</b>

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

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*CPO USE*

<b>Speed Chart (optional)</b>	<b>Account Code (optional)</b>	
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**VSHP - TennCare Select**  
**Edison Contract ID: 29635**

**CONTRACT EXPENDITURES BY FISCAL YEAR**  
**(Payment Detail Attached)**

<b>FY 2002</b>	<b>\$290,556,541.35</b>	
<b>FY 2003</b>	<b>\$413,769,656.17</b>	
<b>FY 2004</b>	<b>\$811,750,972.40</b>	
<b>FY 2005</b>	<b>\$990,250,679.53</b>	
<b>FY 2006</b>	<b>\$904,108,515.31</b>	
<b>FY 2007</b>	<b>\$929,733,206.66</b>	
<b>FY 2008</b>	<b>\$367,161,736.62</b>	
<b>FY 2009</b>	<b>\$382,199,549.22</b>	
<b>FY 2010</b>	<b>\$384,317,146.84</b>	
<b>FY 2011</b>	<b>\$376,871,961.99</b>	
<b>FY 2012</b>	<b>\$385,566,957.59</b>	
<b>FY 2013</b>	<b>\$389,790,953.99</b>	
<b>FY 2014</b>	<b>\$405,469,617.80</b>	
<b>FY 2015</b>	<b>\$419,552,360.15</b>	
<b>FY 2016</b>	<b>\$443,450,945.20</b>	
<b>FY 2017</b>	<b>\$429,551,447.81</b>	
<b>FY 2018</b>	<b>\$106,099,145.84</b>	(Expenditures through September 28, 2017)
<b>TOTAL</b>	<b><u>\$8,430,201,394.47</u></b>	

2002 TennCare Select Vendor payment

Vendor Number	Vendor Suffix	Amount
V621656610	00	290,556,541.35
	<b>Total</b>	<b>290,556,541.35</b>

2003 TennCare Select Vendor payment

Vendor Invoice	Warrant Number	Voucher	Amount
2002-69	P048785	091102NR2	9,392,524.07
2002-70	P055144	091702NR3	10,661,813.93
2002-71	P062257	092402NR4	7,105,264.99
2002-72	P068524	100102NR6	10,945,659.18
2002-73	P076150	100902NR3	8,681,617.84
2002-74	P083369	101502NR2	11,476,661.77
2002-75	P084274	101602NR2	652,206.19
2002-76	P089684	102202NR3	4,834,204.32
2002-77	P096569	102902NR4	15,849,505.83
2002-78	P102381	110502NR6	8,025,508.48
2002-79	P107483	111202NR5	12,226,470.95
2002-80	P116522	111902NR6	8,003,425.42
2002-81	P122933	112502NR2	10,523,735.41
2002-82	P128685	120302NR2	4,791,802.56
2002-83	P135702	121002NR4	12,182,299.13
2002-84	P145330	121702NR9	7,512,867.50
2002-85	P150215	122002NR1	11,070,533.38
2002-86	P155422	123102NR2	4,648,140.62
2003-01	P160508	010703NR5	10,357,303.58
2003-02	P170401	011403NR7	6,531,613.34
2003-03	P173689	012103NR3	9,669,481.84
2003-04	P179975	012803NR1	9,476,743.07
2003-06	P194464	021103NR5	8,234,543.23
2003-07	P202292	021803NR5	13,122,054.97
2003-08	P209638	022503NR3	8,191,323.02
2003-09	P216181	030403NR4	11,504,541.50
2003-10	P223739	031103NR4	8,245,497.34
2003-11	P232607	031803NR4	12,893,442.05
2003-12	P239494	032503NR6	7,425,841.02
2003-13	P246046	040103NR4	11,164,958.94
2003-14	P252368	040803NR7	7,709,575.34
2003-15	P253893	040903NR2	618,264.59
2003-16	P261104	041503NR6	12,491,593.75
2003-17	P266787	042203NR3	9,102,200.18
2003-18	P274218	042903NR4	10,904,296.01
2003-19	P280017	050603NR6	9,161,558.11
2003-20	P289403	051303NR3	12,467,903.24
2003-21	P295524	052003NR4	8,653,596.32

2003-22	P300931	052703NR4	10,678,761.95
2003-23	P308385	060303NR6	8,974,860.87
2003-24	P315549	061003NR4	12,942,681.44
2003-25	P324615	061703NR4	8,048,696.13
2003-25	P331612	062406NR2	15,661,878.76
2003-5	P186972	020403NR3	10,952,204.01
		<b>Total</b>	<b>413,769,636.17</b>

2004 TennCare Select Vendor payment

Vendor Invoice	Warrant Number	Voucher	Amount
2003-27	P339516	070103NR5	9,571,621.66
2003-28	P345419	070803NR4	12,901,141.70
2003-29	P356122	071503NR2	13,114,403.76
2003-30	P361788	072203NR4	10,612,921.84
2003-31	P367474	072903NR4	10,307,908.12
2003-36	P371129	080503NR9	13,384,066.87
2003-33	P377274	081203NR1	10,345,783.89
2003-34	P385856	081903NR6	11,143,261.05
2003-35	P394644	082793NR1	11,669,284.48
2003-36	P397991	090203NR3	11,586,532.73
2003-37	P404206	090903NR4	13,354,953.90
2003-38	P413180	091603NR6	12,633,269.91
2003-39	P420975	092403NR3	15,055,885.62
2003-40	P426714	093003NR6	15,798,808.77
2003-41	P432250	100703NR7	16,415,573.94
2003-41	P441025	101403NR2	(1,064,145.86)
2003-41-	P441025	101403NR2	1,064,145.86
2003-42	P441025	101403NR2	12,133,450.47
2003-42	P447099	102103NR6	44,179.16
2003-42	P447099	102103NR6	48,915.83
2003-42--	P447099	102103NR6	(93,094.99)
2003-43	P447099	102103NR6	14,215,623.88
2003-43	P453627	102803NR4	20,944.70
2003-43-	P453627	102803NR4	1,039,913.89
2003-43--	P453627	102803NR4	(1,060,858.59)
2003-44	P453627	102803NR4	17,621,780.18
2003-44	P460688	110403NR4	190,334.85
2003-44-	P460688	110403NR4	1,388,563.91
2003-44--	P460688	110403NR4	(1,578,898.76)
2003-45	P460688	110403NR4	13,707,170.77
2003-45	P468670	111203NR2	187,475.89
2003-45-	P468670	111203NR2	797,122.56
2003-45--	P468670	111203NR2	(984,598.45)
2003-46	P468670	111203NR2	15,809,075.76
2003-47	P475333	111803NR4	13,929,696.52
2003-46	P483097	112503NR4	47,781.35
2003-46-	P483097	112503NR4	680,591.02
2003-46--	P483097	112503NR4	(728,372.37)
2003-47	P483097	112503NR4	39,309.50
2003-47-	P483097	112503NR4	638,481.33
2003-47--	P483097	112503NR4	(677,790.83)

2003-48	P483097	112503NR4	14,974,277.93
2003-48	P487383	120203NR5	22,442.87
2003-48-	P487383	120203NR5	554,454.74
2003-48--	P487383	120203NR5	(576,897.61)
2003-49	P487383	120203NR5	8,306,089.43
2003-49	P494604	120903NR4	16,059.06
2003-49-	P494604	120903NR4	158,530.34
2003-49--	P494604	120903NR4	(174,589.40)
2003-50	P494604	120903NR4	18,352,281.27
2003-50	P504141	121603NR6	37,740.06
2003-50-	P504141	121603NR6	664,415.90
2003-50--	P504141	121603NR6	(702,155.96)
2003-51	P504141	121603NR6	15,726,068.53
2003-51	P510184	122203NR4	86,270.36
2003-51-	P510184	122203NR4	1,144,550.20
2003-51--	P510184	122203NR4	(1,230,820.56)
2003-52	P510184	122203NR4	16,430,966.73
2003-52	P515582	123003NR4	27,506.84
2003-52-	P515582	123003NR4	592,937.23
2003-52--	P515582	123003NR4	(620,444.07)
2003-53	P515582	123003NR4	8,721,987.07
2003-53	P520061	010604NR6	18,625.59
2003-53-	P520061	010604NR6	92,378.82
2003-53--	P520061	010604NR6	(111,004.41)
2004-01	P520061	010604NR6	13,000,161.88
2004-01	P529928	011304NR3	21,753.95
2004-01-	P529928	011304NR3	597,456.99
2004-01--	P529928	011304NR3	(619,210.24)
2004-02	P529928	011304NR3	17,546,494.22
2004-02	P535078	012004NR7	63,928.89
2004-02-	P535078	012004NR7	121,655.31
2004-02--	P535078	012004NR7	(185,584.20)
2004-03	P535078	012004NR7	12,868,081.59
2004-03	P549037	020304NR2	10,921.60
2004-03-	P549037	020304NR2	(1,232,670.30)
2004-03--	P549037	020304NR2	1,221,748.70
2004-04	P549037	020304NR2	31,813.28
2004-04-	P549037	020304NR2	357,666.44
2004-04--	P549037	020304NR2	(389,479.72)
2004-05	P549037	020304NR2	16,260,359.96
2004-05	P556339	021004NR6	26,900.83
2004-05-	P556339	021004NR6	305,930.03
2004-05--	P556339	021004NR6	(332,830.86)
2004-06	P556339	021004NR6	18,970,284.89
2004-04	P541761	012704NR5	4,214,773.78
2004-04-	P541761	012704NR5	15,221,252.76
2004-06	P564496	021704NR7	13,238.83

2004-06-	P564496	021704NR7	142,442.76
2004-06--	P564496	021704NR7	(155,681.59)
2004-07	P564496	021704NR7	17,080,163.52
2004-07	P571198	022404NR5	27,734.97
2004-07-	P571198	022404NR5	264,361.31
2004-07--	P571198	022404NR5	(292,096.28)
2004-08	P571198	022404NR5	19,656,057.63
2004-08	P578797	030204NR4	61,776.64
2004-08-	P578797	030204NR4	198,077.82
2004-08--	P578797	030204NR4	(259,854.46)
2004-09	P578797	030204NR4	17,932,603.38
2004-09	P586386	030904NR5	11,330.72
2004-09-	P586386	030904NR5	191,673.51
2004-09--	P586386	030904NR5	(203,004.23)
2004-10	P586386	030904NR5	19,480,654.91
2004-10	P595341	031604NR4	24,364.27
2004-10-	P595341	031604NR4	213,986.50
2004-10--	P595341	031604NR4	(238,350.77)
2004-11	P595341	031604NR4	16,739,640.17
2004-11	P602609	032304NR2	6,301.60
2004-11-	P602609	032304NR2	247,131.18
2004-11--	P602609	032304NR2	(253,432.78)
2004-12	P602609	032304NR2	18,786,140.00
2004-13	P610025	033004NR5	16,268,602.11
2004-14	P616395	040604NR6	18,831,995.00
2004-15	P624541	041304NR3	19,185,757.42
2004-16	P631569	042004NR4	18,113,523.24
2004-17	P638012	042704NR4	16,946,800.75
2004-18	P645376	050404NR4	19,902,428.14
2004-19	P652258	051104NR3	18,259,754.23
2004-20	P661472	051804NR6	17,738,461.86
2004-20	P668376	052504NR8	(400.00)
2004-21	P668376	052504NR8	16,691,824.67
2004-20	Q001625	052704NR2	400.00
2004-22	Q004096	060104NR3	15,043,406.35
2004-23	Q011105	060804NR4	17,669,270.69
2004-24	Q020959	061504NR5	18,459,311.35
2004-25	Q027081	062204NR2	16,249,722.14
2004-26	Q036035	062904NR4	16,809,558.28
		<b>Total</b>	<b>811,750,972.40</b>

2005 TennCare Select Vendor payment

Vendor Invoice	Warrant Number	Voucher	Amount
2004-27	Q042367	070604NR4	13,805,308.23
2004-28	Q043815	070704NR3	1,101,601.81
2004-29	Q053375	071304NR3	17,536,614.77
2004-30	Q059096	072004NR7	17,140,846.34
2004-31	Q063466	072704NR5	21,768,665.01
2004-32	Q069516	080304NR5	17,137,689.89
2004-33	Q075332	081004NR4	20,267,480.86
2004-34	Q084930	081704NR7	18,850,281.71
2004-35	Q092202	082404NR1	17,899,784.19
2004-36	Q099296	083104NR6	19,478,023.19
2004-37	Q104552	090704NR3	18,189,723.57
2004-38	Q113644	091404NR3	16,131,772.44
2004-39	Q120552	092104NR4	19,026,751.60
2004-40	Q127527	092804NR4	20,018,213.38
2004-41	Q134297	100504NR2	18,684,861.89
2004-42	Q141101	101204NR4	18,865,004.09
2004-43	Q150261	101904NR4	15,540,616.56
2004-44	Q157406	102604NR3	25,601,222.15
2004-45	Q165051	110204NR3	18,651,988.03
2004-46	Q170459	110804NR3	17,706,671.30
2004-47	Q180475	111604NR3	16,498,772.25
2004-47B	Q183568	111804NR1	639,879.31
2004-47	Q186373	112204NR2	19,938,964.52
2004-48B	Q189943	112404NR1	853,051.24
2004-49	Q192986	113004NR4	12,286,193.56
2004-50	Q200656	120704NR3	23,229,410.67
2004-51	Q210927	121404NR5	22,942,631.44
2004-52	Q217109	122204NR2	23,469,595.61
2004-53	Q222329	122804NR3	7,384,351.21
2005-01	Q226563	010405NR3	16,083,818.43
2005-02	Q233515	011105NR3	19,578,867.41
2005-03	Q241962	011805NR4	19,607,510.32
2005-04	Q249534	012505NR4	25,823,785.87
2005-05	Q257430	020105NR1	21,368,292.95
2005-06	Q264106	020805NR3	21,654,011.13
2005-07	Q274350	021505NR5	19,863,749.95
2005-08	Q279857	022205NR6	20,615,380.60
2005-07	Q287730	030105NR2	1,089.22
2005-08	Q287730	030105NR2	(1,089.22)
2005-09	Q287730	030105NR2	22,193,003.63
2005-10	Q295874	030805NR4	21,216,557.65
2005-11	Q306182	031505NR2	21,699,893.04
2005-12	Q313549	032205NR2	18,831,307.75
2005-12	Q319248	032905NR4	17,992,341.46
2005-14	Q326639	040505NR3	19,659,202.06
2005-15	Q333302	041205NR1	18,677,731.22
2005-16	Q343240	041905CO6	19,104,939.58
2005-17	Q349882	042605NR2	26,598,290.01
2005-18	Q358432	050305NR1	20,929,323.29

2005-19	Q365115	051005NR2	21,641,385.00
2005-20	Q374441	051705NR4	20,077,386.14
2005-21	Q381801	052405NR2	20,658,158.17
2005-22	Q388730	053105NR2	18,712,519.87
2005-23	Q395119	060705NR4	18,369,808.05
2005-24	Q405289	061405NR4	20,951,295.23
2005-25	Q412166	062105NR3	19,675,061.20
2005-26	Q419968	062805NR2	19,720,981.74
		<b>Total</b>	<b>990,250,679.53</b>

2006 TennCare Select Vendor payment

Vendor Invoice	Voucher	Amount
2005-30	072605NR5	23,530,975.71
2006-04	012406NR2	21,749,449.95
2006-17	042506NR2	21,369,311.52
2005-49	120605NR2	20,606,440.88
2005-29	071905NR3	20,570,935.54
2005-27	070505NR2	20,221,130.26
2006-11	031406NR3	20,197,818.45
2006-26	062706NR3	19,986,895.01
2005-43	102505NR4	19,691,508.89
2005-33	081605NR4	19,498,944.07
2005-51	122005NR2	19,154,057.50
2005-32	080905NR3	19,095,632.45
2006-12	032106NR1	18,990,278.17
2005-47	112105NR2	18,925,878.75
2005-28	071205NR4	18,881,877.95
2006-06	020706NR3	18,556,398.83
2005-50	121305NR2	18,235,062.26
2005-35	083005NR3	18,196,655.52
2006-05	013106NR4	18,186,584.61
2005-46	111505NR4	18,153,665.40
2006-09	022806NR2	18,121,797.95
2006-19	050906NR4	18,120,001.07
2005-40	100405NR2	18,000,182.53
2005-31	080205NR3	17,928,609.59
2006-24	061306NR3	17,830,061.44
2005-45	110805NR1	17,805,545.42
2005-36	090605NR3	17,630,949.44
2005-44	110105NR1	17,567,158.81
2006-14	040406NR3	17,507,708.45
2005-34	082305NR4	17,383,004.25
2006-20	051606NR5	17,220,456.87
2006-03	011706NR4	17,051,015.51
2005-36	091305NR2	16,999,409.92
2006-08	022106NR5	16,983,748.18
2005-39	092705NR2	16,968,298.94
2006-10	030706NR2	16,953,239.25
2006-13	032806NR1	16,850,998.03
2005-42	101805NR1	16,609,270.69
2006-07	021406NR1	16,525,382.24
2006-21	052306NR3	16,260,689.37
2005-38	092005NR3	16,074,495.63

2006-18	050206NR1	16,042,283.90
2006-15	041106NR3	15,975,611.17
2006-15	041806NR4	15,448,206.81
2006-01	010306NR3	15,306,476.97
2006-25	062006NR2	15,305,684.66
2006-22	053006NR2	15,217,720.36
2006-02	011006NR4	14,563,137.47
2005-52	122705NR5	14,001,360.40
2005-41	101105NR1	13,601,677.80
2005-48	112905NR2	10,676,650.10
2005-45B	100905NR1	1,778,180.37
	<b>Total</b>	<b>904,108,515.31</b>

2007 TennCare Select Vendor payment

Vendor Invoice	Invoice Date	Voucher	Amount
2006-26		070306NR2	0.00
2006-27		070306NR2	16,262,352.83
2006-28		071106NR2	15,644,024.82
2006-29		071806NR1	17,005,130.42
2006-30		072606NR2	24,731,415.08
2006-31		080106NR3	16,996,699.73
2006-32	8/8/2006	080906NR2	17,248,515.67
2006-33	8/15/2006	081606NR3	16,577,975.95
2006-34	8/22/2006	082206NR2	17,614,658.55
2006-35	8/29/2006	083006NR3	18,917,975.73
2006-36	9/5/2006	090506NR4	17,210,552.58
2006-37	9/12/2006	091206NR3	13,301,832.88
2006-38	9/19/2006	091906NR3	20,320,994.67
2006-39	9/26/2006	092606NR3	22,180,915.29
2006-40	10/3/2006	100306NR5	23,463,094.52
2006-41	10/10/2006	101006NR2	17,651,414.72
2006-42		101706NR2	16,052,176.14
2006-43	10/24/2006	102406NR2	21,287,276.20
2006-44	10/31/2006	103106NR2	16,248,943.11
2006-45	11/7/2006	110706NR1	22,366,180.20
2006-46	11/14/2006	111406NR4	24,435,987.79
110306	8/23/2006	110606OT1	918,644.43
2006-47	11/20/2006	112006NR2	22,534,216.51
2006-48	11/28/2006	112806NR4	10,768,460.11
2006-49	12/5/2006	120506NR5	25,263,087.62
2006-50	12/12/2006	121206NR5	22,549,726.25
2006-51	12/19/2006	121906NR3	18,261,656.72
2006-52	12/27/2006	122706NR2	18,819,656.44
2007-01	1/2/2007	010207NR4	12,060,139.25
2007-02	1/9/2007	010907NR4	15,822,481.58
2007-03	1/16/2007	011607NR4	19,138,300.02
2007-04	1/23/2007	012307NR3	23,463,730.71
2007-05	1/30/2007	013007NR1	23,425,253.78
2007-06	2/6/2007	020607NR4	20,550,165.93
2007-07	2/13/2007	021307NR2	21,310,244.65
2007-08	2/20/2007	022007NR3	21,145,908.60
2007-09	2/27/2007	022707NR4	28,205,782.76
2007-10	3/6/2007	030607NR2	25,383,408.26
2007-11	3/12/2007	031307NR4	21,670,981.00
2007-12	3/20/2007	032007NR4	22,471,345.50
2007-13	3/27/2007	032707NR5	22,221,662.46
2007-14	4/3/2007	040307NR1	20,444,321.61
2007-15	4/9/2007	041007NR2	21,498,656.91
2007-16	7/16/2007	041707NR1	13,929,180.68
2007-17	4/24/2007	042407NR3	18,684,036.40
2007-18	4/30/2007	050107NR4	11,658,711.12
2007-19	5/8/2007	050807NR3	12,041,186.08
2007-20	5/14/2007	051507NR1	11,253,604.12
2007-21	5/21/2007	052207NR1	10,302,073.28
2007-22	5/29/2007	052907NR1	8,392,623.79
2007-23	6/4/2007	060507NR2	8,727,679.58
2007-24	6/11/2007	061207NR2	8,078,652.35
2007-25	6/18/2007	061907NR2	6,843,275.21
2007-26	6/26/2007	062607NR3	6,376,236.07
		<b>Total</b>	<b>929,733,206.66</b>

2008 TennCare Select Vendor payment

Vendor Invoice	Invoice Date	Voucher	Amount
TPL ADMIN FY08	3/24/2008	032408OT1	590,773.18
2008-01	7/2/2007	070207NR1	8,874,275.93
RATE ADJUST	7/5/2007	070507NR1	13,787,598.00
2008-02	7/9/2007	071007NR1	5,862,696.71
2008-03	7/17/2007	071707NR3	5,278,216.47
2008-04	7/23/2007	072407NR1	9,237,287.76
2008-05	7/31/2007	073107NR6	8,314,595.68
2008-06	8/6/2007	080607NR2	7,923,631.92
2008-07	8/13/2007	081407NR3	7,063,107.76
2008-08	8/20/2007	082107NR5	6,923,114.68
2008-09	8/28/2007	082807NR6	8,590,631.40
2008-10	9/4/2007	090407NR3	5,649,195.03
2008-11	9/10/2007	091107NR3	5,530,250.23
TPL ADMIN	9/14/2007	091407OT1	1,714,667.19
2008-12	9/17/2007	091807NR4	7,186,374.44
2008-13	9/25/2007	092507NR4	7,030,873.28
2008-14	10/2/2007	100207NR2	5,934,061.15
2008-15	10/8/2007	100907NR4	7,013,158.67
NCQA	10/2/2007	100507OT1	134,407.00
2008-16	10/15/2007	101607NR3	6,353,278.06
2008-17	10/22/2007	102307NR5	9,752,014.63
2008-18	10/29/2007	103007NR2	6,301,810.58
2008-19	11/5/2007	110607NR5	7,064,685.71
2008-20	11/13/2007	111307NR6	8,087,177.98
2008-21	11/19/2007	111907NR4	7,034,463.56
2008-22	11/26/2007	112607NR2	4,595,460.36
2008-23	12/4/2007	120407NR5	9,398,864.85
2008-24	12/10/2007	121107NR4	7,183,459.36
2008-25	12/17/2007	121807NR3	7,665,163.71
2008-26	12/26/2007	122607NR3	6,970,653.72
2008-27	1/2/2008	010208NR5	3,815,524.43
2008-28	1/7/2008	010807NR4	3,993,418.36
2008-29	1/14/2008	011508NR3	7,495,270.98
2008-30	1/22/2008	012208NR4	8,933,348.49
2008-31	1/28/2008	012908NR4	6,605,308.64
2008-32	2/5/2008	020508NR3	6,030,307.08
2008-33	2/11/2008	021208NR4	5,571,950.15
2008-34	2/19/2008	021908NR5	5,844,930.94
2008-35	2/25/2008	022608NR4	6,953,700.04
2008-36	3/3/2008	030408NR5	6,105,078.86
2008-37	3/11/2008	031108NR3	7,201,578.61
2008-38	3/17/2008	031808NR4	6,852,789.47
2008-39	3/24/2008	032508NR4	6,816,851.20
2008-40	3/31/2008	040108NR5	6,481,683.64
2008-41	4/8/2008	040808NR3	6,004,251.78
2008-42	4/15/2008	041508NR5	6,900,640.94

2008-43	4/22/2008	042208NR4	9,390,994.69
2008-44	4/29/2008	042908NR4	5,349,680.76
2008-45	5/5/2008	050608NR3	6,731,103.10
2008-46	5/13/2008	051308NR2	6,227,000.38
2008-47	5/20/2008	052008NR3	6,526,640.19
2008-48	5/27/2008	052708NR4	6,904,841.81
2008-49	6/3/2008	060308NR5	4,813,399.62
2008-50	6/10/2008	061008NR4	5,277,854.26
2008-51	6/17/2008	061708NR4	5,188,273.42
2008-52	6/23/2008	062408NR4	6,099,365.78
		<b>Total</b>	<b>367,161,736.62</b>

# 2009 Select All Vendor Payment

Total

Vendor Invoice	Invoice Date	Voucher	
TPL Q3 FY 08	7/16/2008	071608OT1	399,607.57
TPL QTR 4 FY08	8/14/2008	081408OT2	296,949.69
VSHP200812	12/31/2008	022509CO2	28,697.00
ADMIN PYMT	2/26/2009	032309OT1	3,743,113.24
VSHP200901	1/31/2009	032609CO1	29,442.08
RA100297726	7/1/2008	100297726	177,013.77
RA100297728	7/1/2008	100297728	1,542,229.48
TPL Q3 FY 08	7/16/2008	071608OT2	334,110.75
TPL QTR 4 FY08	8/14/2008	081408OT1	147,383.65
CRA100356632	9/2/2008	100356632	11,200.00
RA100356632	9/2/2008	100356632	468,741.96
RA100356633	9/2/2008	100356633	1,465,625.31
RA100383426	9/30/2008	100383426	481,359.43
RA100383427	9/30/2008	100383427	1,562,143.69
CRA100417534	11/4/2008	100417534	134,438.20
RA100417534	11/4/2008	100417534	335,121.77
RA100417535	11/4/2008	100417535	1,587,488.89
RA100444525	12/2/2008	100444525	304,791.74
RA100444526	12/2/2008	100444526	1,152,139.82
RA100471378	12/29/2008	100471378	130,410.72
CRA100471378	12/29/2008	100471378	(500.00)
RA100471379	12/29/2008	100471379	1,831,782.01
CRA100505483	2/3/2009	100505483	(1,800.00)
RA100505483	2/3/2009	100505483	132,272.85
RA100505484	2/3/2009	100505484	1,523,025.31
RA100533140	3/3/2009	100533140	135,975.69
RA100533141	3/3/2009	100533141	1,498,094.29
RA100561123	3/31/2009	100561123	133,947.68
RA100561124	3/31/2009	100561124	1,614,079.98
CRA100323082	7/29/2008	100323082	(8,924.00)
RA100323082	7/29/2008	100323082	480,909.58
RA100323083	7/29/2008	100323083	1,316,319.23
CRA100626257	6/2/2009	100626257	(43,927.16)
2009-01	7/1/2008	070108NR6	5,986,282.95
2009-02	7/8/2008	070808NR3	4,800,054.49
2009-03	7/15/2008	071508NR4	6,566,145.02
2009-04	7/22/2008	072208NR3	9,821,585.86
2009-05	7/29/2008	072908NR5	8,610,756.69
2009-06	8/5/2008	080508NR4	6,121,801.73
2009-07	8/12/2008	081208NR5	6,328,280.50
2009-08	8/19/2008	081908NR5	5,318,991.10
2009-09	8/26/2008	082608NR5	7,335,975.09
2009-10	9/2/2008	090208NR3	5,018,636.59
2009-11	9/9/2008	090908NR5	8,130,376.17
2009-12	9/16/2008	091608NR4	5,880,753.84
2009-13	9/23/2008	092308NR5	6,958,441.00
2009-14		093008NR2	4,592,653.88

2009-15	10/7/2008	100708NR1	6,051,519.59
2009-16	10/14/2008	101408NR2	6,013,149.83
2009-17	10/21/2008	102108NR5	6,849,471.53
2009-18	10/28/2008	102808NR2	7,836,283.21
2009-19	11/4/2008	110408NR3	8,891,777.12
2009-20	11/12/2008	111208NR2	6,743,929.22
2009-21	11/18/2008	111808NR4	5,577,857.68
2009-22	11/24/2008	112408NR2	5,756,420.98
2009-23	12/2/2008	120208NR1	4,166,410.39
2009-24	12/9/2008	120908NR4	8,059,739.71
2009-25	12/16/2008	121608NR2	6,827,111.51
2009-26	12/22/2008	122208NR2	6,085,475.35
2009-27	12/29/2008	122908NR2	3,495,799.07
2009-28	1/6/2009	010609NR2	4,698,031.72
2009-29	1/13/2009	011309NR5	7,959,522.69
2009-30	1/20/2009	012009NR5	8,349,147.23
2009-31	1/27/2009	012709NR2	9,999,136.43
2009-32	2/3/2009	020309NR2	7,377,347.18
2009-33	2/10/2009	021009NR3	6,611,999.63
2009-34	2/17/2009	021709NR4	6,091,241.78
2009-35	2/24/2009	022409NR5	5,826,233.29
2009-36	3/3/2009	030309NR5	6,133,426.43
2009-37	3/10/2009	031009NR4	8,183,872.04
2009-38	3/17/2009	031709NR2	6,593,399.97
2009-39	3/24/2009	032409NR4	7,813,842.97
2009-40	3/31/2009	033109NR6	8,333,843.37
2009-41	4/7/2009	040709NR3	6,823,896.66
2009-42	4/14/2009	041409NR4	8,098,047.14
2009-43	4/21/2009	042109NR2	7,928,486.52
2009-44	4/28/2009	042809NR2	8,468,322.78
2009-45	5/5/2009	050509NR5	8,531,078.00
2009-46	5/12/2009	051209NR3	8,383,534.73
2009-47	5/19/2009	051909NR7	8,696,476.71
2009-48	5/26/2009	052609NR5	5,837,479.99
2009-49	6/2/2009	060209NR3	7,182,433.99
2009-50	6/9/2009	060909NR3	6,287,183.36
2009-51	6/16/2009	061609NR8	7,360,821.37
2009-52	6/23/2009	062309NR5	6,014,685.34
2010-01	6/30/2009	063009NR1	6,161,744.29
VSHP 200902	2/28/2009	041409CO2	39,244.00
VSHP 200904	4/30/2009	070809CO4	0.00
VSHP 200905	5/31/2009	070809CO4	0.00
RA100590399	4/28/2009	100590399	135,365.33
CRA100590399	4/28/2009	100590399	(7,700.00)
RA100590400	4/28/2009	100590400	1,518,060.08
RA100626257	6/2/2009	100626257	142,187.06
CRA100626257	6/2/2009	100626257	(43,947.16)
RA100626258	6/2/2009	100626258	1,518,565.62
Total			382,499,549.22

# VSHP - TennCare Select - Edison #29635

FY 2010

## Pre-Edison Payments:

Vendor Invoice	Invoice Date	Voucher	TCS	18A	Total
			<b>BHO PAYMENTS</b>	<b>INTEGRATED MCOS-FULLY CAPPED</b>	
VSHP 200904	4/30/2009	070809CO4			131,909.00
VSHP 200905	5/31/2009	070809CO4			88,670.64
2010-03	7/14/2009	071409NR4			8,368,271.36
2010-04	7/21/2009	072109NR6			6,438,603.73
2010-05	7/28/2009	072809NR2			7,969,099.28
2010-02	7/7/2009	070709NR2			5,337,861.44
2010-07	8/11/2009	081109NR4			7,075,585.71
2010-08	8/18/2009	081809NR5			5,825,220.87
2010-09	8/25/2009	082509NR4			7,005,295.04
2010-06	8/4/2009	080409NR4			6,602,889.83
2010-10	9/1/2009	090109NR5			6,659,381.96
					<b>61,502,788.86</b>

## Edison Payments:

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00007038	0000071694	225,115.41	10/2/2009
31865	00007039	0000071694	1,668,948.91	10/2/2009
31865	00015914	0000071694	236,246.12	11/5/2009
31865	00015915	0000071694	1,681,973.67	11/5/2009
31865	00023037	0000071694	233,538.37	12/4/2009
31865	00023038	0000071694	1,678,780.43	12/4/2009
31865	00004772	0000071694	6,238,032.89	10/1/2009
31865	00000002	0000071694	6,767,501.75	9/10/2009
31865	00001305	0000071694	5,915,944.90	9/17/2009
31865	00002886	0000071694	6,882,822.34	9/24/2009
31865	00002887	0000071694	196,432.00	9/24/2009
31865	00007984	0000071694	9,557,165.24	10/8/2009
31865	00009742	0000071694	8,098,413.12	10/15/2009
31865	00011449	0000071694	6,862,296.79	10/22/2009
31865	00013102	0000071694	12,336,221.78	10/29/2009
31865	00015242	0000071694	7,209,281.42	11/5/2009
31865	00016957	0000071694	8,416,111.10	11/13/2009
31865	00018422	0000071694	7,316,207.41	11/19/2009

**VSHP - TennCare Select FY 2010 (Continued)**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00020150	0000071694	7,532,177.66	11/27/2009
31865	00020234	0000071694	4,529,826.40	12/4/2009
31865	00026838	0000071694	7,525,071.50	12/10/2009
31865	00032505	0000071694	7,739,811.62	12/17/2009
31865	00036958	0000071694	7,453,574.23	12/24/2009
			<b>126,301,495.06</b>	

31865	00051830	0000071694	155,803.57	1/7/2010
31865	00051831	0000071694	1,442,407.16	1/7/2010
31865	00050043	0000071694	6,905,006.41	1/7/2010
31865	00054499	0000071694	6,499,216.62	1/14/2010
31865	00058240	0000071694	11,559,883.93	1/22/2010
31865	00062094	0000071694	13,376,299.97	1/29/2010
31865	00068929	0000071694	148,178.13	2/4/2010
31865	00068930	0000071694	1,280,217.65	2/4/2010
31865	00067054	0000071694	7,041,438.74	2/4/2010
31865	00071770	0000071694	8,219,534.94	2/11/2010
31865	00076254	0000071694	7,355,598.94	2/18/2010
31865	00080849	0000071694	6,157,195.18	2/25/2010
31865	00085547	0000071694	1,184,379.61	3/3/2010
31865	00087404	0000071694	73,647.74	3/4/2010
31865	00087405	0000071694	1,205,307.40	3/4/2010
31865	00085568	0000071694	7,022,718.74	3/4/2010
31865	00090154	0000071694	8,599,785.32	3/12/2010
31865	00094549	0000071694	8,414,339.75	3/18/2010
31865	00098974	0000071694	47.37	3/23/2010
31865	00098991	0000071694	6,491,485.95	3/25/2010
			<b>103,132,493.12</b>	

31865	00105520	0000071694	62,712.71	4/1/2010
31865	00105521	0000071694	1,196,711.66	4/2/2010
31865	00103808	0000071694	6,128,708.09	4/1/2010
31865	00108185	0000071694	7,733,651.34	4/9/2010
31865	00087405	0000071694	1,205,307.40	4/13/2010
31865	00112463	0000071694	7,529,117.53	4/15/2010
31865	00116675	0000071694	7,724,487.99	4/22/2010
31865	00120643	0000071694	12,407,477.70	4/29/2010
31865	00126042	0000071694	54,482.53	5/6/2010

**VSHP - TennCare Select FY 2010 (Continued)**

<b>Unit</b>	<b>Voucher ID</b>	<b>Vendor ID</b>	<b>Amount Pd</b>	<b>Pymnt Date</b>
31865	00126043	0000071694	1,209,734.12	5/7/2010
31865	00128038	0000071694	6,102,765.68	5/10/2010
31865	00128075	0000071694	5,425,794.14	5/13/2010
31865	00132879	0000071694	5,669,531.03	5/20/2010
31865	00137125	0000071694	5,178,580.19	5/27/2010
31865	00137422	0000071694	96.42	5/28/2010
31865	00141633	0000071694	5,095,699.28	6/3/2010
31865	00143230	0000071694	49,694.07	6/3/2010
31865	00143231	0000071694	1,205,241.23	6/4/2010
31865	00145639	0000071694	5,982,325.84	6/10/2010
31865	00149679	0000071694	6,290,570.68	6/17/2010
31865	00153763	0000071694	7,127,680.17	6/25/2010
			<b>93,380,369.80</b>	

**FY 2010 TOTAL**

**\$384,317,146.84**

# VSHP - TennCare Select - Edison #29635

FY 2011

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00157379	0000071694	6,183,677.76	7/1/2010
31865	00158622	0000071694	64,821.04	7/1/2010
31865	00158623	0000071694	1,206,323.91	7/2/2010
31865	00160583	0000071694	6,214,649.37	7/8/2010
31865	00164525	0000071694	5,253,045.13	7/15/2010
31865	00165954	0000071694	8,751,997.27	7/22/2010
31865	00166622	0000071694	11,546,147.32	7/29/2010
31865	00172163	0000071694	7,306,719.60	8/5/2010
31865	00173679	0000071694	69,888.84	8/5/2010
31865	00173680	0000071694	1,217,914.38	8/6/2010
31865	00176092	0000071694	7,208,337.22	8/13/2010
31865	00178433	0000071694	7,271,155.45	8/19/2010
31865	00181567	0000071694	6,500,795.81	8/26/2010
31865	00185418	0000071694	5,842,001.99	9/2/2010
31865	00186737	0000071694	64,792.52	9/2/2010
31865	00186738	0000071694	1,211,546.72	9/3/2010
31865	00188919	0000071694	5,944,086.03	9/9/2010
31865	00192379	0000071694	4,815,942.61	9/16/2010
31865	00195717	0000071694	4,710,996.77	9/23/2010
31865	00198446	0000071694	9,833,592.74	9/30/2010
31865	00200076	0000071694	67,309.95	9/30/2010
			<b>101,285,742.43</b>	

31865	00200077	0000071694	1,214,448.64	10/1/2010
31865	00202383	0000071694	5,102,427.33	10/8/2010
31865	00206064	0000071694	6,750,467.56	10/14/2010
31865	00209577	0000071694	6,107,421.46	10/21/2010
31865	00212935	0000071694	11,911,901.05	10/28/2010
31865	00217691	0000071694	181,097.84	11/4/2010
31865	00216428	0000071694	6,945,670.01	11/4/2010
31865	00217692	0000071694	1,224,992.24	11/5/2010
31865	00219803	0000071694	7,059,249.17	11/12/2010
31865	00222921	0000071694	5,497,105.01	11/18/2010
31865	00226786	0000071694	7,035,973.33	11/24/2010
31865	00230493	0000071694	85,664.33	12/2/2010
31865	00229196	0000071694	3,384,097.61	12/2/2010
31865	00230494	0000071694	1,217,704.99	12/3/2010
31865	00232596	0000071694	6,964,930.71	12/9/2010
31865	00236251	0000071694	3,455,477.82	12/16/2010

**VSHP - TennCare Select FY 2011 (Continued)**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00239279	0000071694	9,550,529.05	12/23/2010
31865	00243512	0000071694	68,858.96	12/29/2010
31865	00243513	0000071694	1,219,657.25	12/30/2010
31865	00242316	0000071694	2,523,917.79	12/30/2010
			<b>87,501,592.15</b>	
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31865	00245535	0000071694	3,519,238.20	1/6/2011
31865	00248863	0000071694	6,757,976.97	1/13/2011
31865	00245496	0000071694	48,854.23	1/13/2011
31865	00251969	0000071694	6,871,655.80	1/20/2011
31865	00255857	0000071694	9,448,997.74	1/27/2011
31865	00261382	0000071694	72,643.08	2/1/2011
31865	00261383	0000071694	1,224,702.40	2/2/2011
31865	00263484	0000071694	5,414,125.62	2/3/2011
31865	00260074	0000071694	49,925.40	2/7/2011
31865	00263606	0000071694	6,360,724.78	2/10/2011
31865	00268120	0000071694	6,510,525.94	2/17/2011
31865	00272269	0000071694	7,466,682.99	2/24/2011
31865	00278226	0000071694	70,044.18	3/3/2011
31865	00276654	0000071694	7,258,191.78	3/3/2011
31865	00278227	0000071694	1,230,491.70	3/4/2011
31865	00280797	0000071694	7,558,296.73	3/10/2011
31865	00280762	0000071694	38,672.30	3/14/2011
31865	00284915	0000071694	8,360,123.21	3/17/2011
31865	00288934	0000071694	7,621,628.50	3/24/2011
31865	00294717	0000071694	43,703.61	3/30/2011
31865	00294718	0000071694	1,240,290.80	3/31/2011
31865	00293288	0000071694	5,981,940.77	3/31/2011
			<b>93,149,436.73</b>	
<hr/>				
31865	00293283	0000071694	33,194.65	4/4/2011
31865	00297184	0000071694	5,492,660.54	4/7/2011
31865	00301173	0000071694	8,191,638.28	4/15/2011
31865	00305023	0000071694	8,602,133.54	4/22/2011
31865	00308661	0000071694	11,572,257.41	4/28/2011
31865	00312556	0000071694	5,872,772.43	5/5/2011
31865	00313918	0000071694	65,621.96	5/5/2011
31865	00313919	0000071694	1,240,353.49	5/6/2011
31865	00316190	0000071694	6,971,957.96	5/12/2011

**VSHP - TennCare Select FY 2011 (Continued)**

<b>Unit</b>	<b>Voucher ID</b>	<b>Vendor ID</b>	<b>Amount Pd</b>	<b>Pymnt Date</b>
31865	00320301	0000071694	6,102,627.74	5/19/2011
31865	00322844	0000071694	6,516,602.73	5/26/2011
31865	00326356	0000071694	6,200,960.08	6/2/2011
31865	00327657	0000071694	56,817.69	6/2/2011
31865	00327658	0000071694	1,239,314.72	6/3/2011
31865	00329952	0000071694	5,385,157.62	6/9/2011
31865	00333259	0000071694	8,580,040.02	6/16/2011
31865	00337146	0000071694	5,982,456.13	6/23/2011
31865	00341951	0000071694	53,526.44	6/29/2011
31865	00340864	0000071694	5,534,871.65	6/30/2011
31865	00341952	0000071694	1,240,225.60	6/30/2011
			<b>94,935,190.68</b>	

**FY 2011 TOTAL**

**\$376,871,961.99**

# VSHP - TennCare Select - Edison #29635

FY 2012

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00340852	0000071694	82,824.37	7/1/2011
31865	00343831	0000071694	8,086,189.97	7/7/2011
31865	00347980	0000071694	4,746,165.77	7/14/2011
31865	00351035	0000071694	7,012,880.61	7/21/2011
31865	00354220	0000071694	10,321,508.04	7/28/2011
31865	00358096	0000071694	65,735.58	7/29/2011
31865	00358097	0000071694	1,261,351.32	8/1/2011
31865	00358920	0000071694	5,751,830.62	8/4/2011
31865	00361948	0000071694	6,089,493.07	8/11/2011
31865	00365372	0000071694	5,298,473.32	8/18/2011
31865	00368748	0000071694	8,806,707.91	8/25/2011
31865	00372346	0000071694	5,314,676.16	9/1/2011
31865	00373589	0000071694	146,166.32	9/1/2011
31865	00373590	0000071694	1,257,241.80	9/2/2011
31865	00375764	0000071694	6,760,511.29	9/8/2011
31865	00379291	0000071694	6,712,303.82	9/15/2011
31865	00382510	0000071694	8,054,583.07	9/22/2011
31865	00385902	0000071694	6,112,041.70	9/30/2011
			<b>91,797,860.37</b>	
31865	00389486	0000071694	6,335,865.99	10/6/2011
31865	00392583	0000071694	6,852,810.44	10/13/2011
31865	00396292	0000071694	7,577,136.18	10/20/2011
31865	00399490	0000071694	11,163,285.46	10/27/2011
31865	00403408	0000071694	5,595,734.69	11/3/2011
31865	00406118	0000071694	6,221,383.69	11/10/2011
31865	00409574	0000071694	7,802,822.43	11/17/2011
31865	00413210	0000071694	8,521,209.90	11/23/2011
31865	00416176	0000071694	5,238,986.03	12/1/2011
31865	00420391	0000071694	6,609,539.18	12/8/2011
31865	00423301	0000071694	6,807,599.14	12/15/2011
31865	00426321	0000071694	7,975,899.79	12/22/2011
31865	00429451	0000071694	5,641,071.11	12/29/2011
31865	00390587	0000071694	69,192.11	10/6/2011
31865	00390588	0000071694	1,231,385.81	10/7/2011
31865	00404360	0000071694	70,077.74	11/3/2011
31865	00404361	0000071694	1,287,907.14	11/4/2011
31865	00417722	0000071694	49,858.72	12/2/2011
31865	00417723	0000071694	1,283,558.93	12/5/2011
			<b>96,335,324.48</b>	

**VSHP - TennCare Select FY 2012 (Continued)**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	2012-27	0000071694	5,019,648.82	1/5/2012
31865	2012-28	0000071694	5,926,752.57	1/12/2012
31865	2012-29	0000071694	6,034,782.43	1/19/2012
31865	2012-30	0000071694	12,471,990.43	1/26/2012
31865	2012-31	0000071694	5,848,613.46	2/2/2012
31865	2012-32	0000071694	10,120,560.67	2/9/2012
31865	2012-33	0000071694	6,081,538.08	2/16/2012
31865	2012-34	0000071694	8,436,138.98	2/23/2012
31865	2012-35	0000071694	6,549,303.05	3/1/2012
31865	2012-36	0000071694	6,649,065.04	3/8/2012
31865	2012-37	0000071694	7,042,301.30	3/15/2012
31865	2012-38	0000071694	8,319,878.32	3/22/2012
31865	2012-39	0000071694	7,205,165.91	3/29/2012
31865	101520289	0000071694	53,250.62	1/5/2012
31865	101520290	0000071694	1,266,377.61	1/6/2012
31865	101548340	0000071694	59,792.04	2/2/2012
31865	101548341	0000071694	874,862.94	2/3/2012
31865	101575219	0000071694	49,325.34	3/1/2012
31865	101575220	0000071694	1,864,139.56	3/2/2012
31865	101592528	0000071694	86,600.97	3/16/2012
			<b>99,960,088.14</b>	



31865	00485486	0000071694	6,823,340.90	4/5/2012
31865	00489125	0000071694	6,083,560.80	4/12/2012
31865	00493150	0000071694	6,152,884.66	4/19/2012
31865	00496915	0000071694	13,034,520.55	4/26/2012
31865	00501201	0000071694	7,485,106.56	5/3/2012
31865	00505086	0000071694	7,858,056.54	5/10/2012
31865	00508896	0000071694	6,623,291.14	5/17/2012
31865	00512571	0000071694	7,811,751.35	5/24/2012
31865	00516836	0000071694	6,398,302.42	5/31/2012
31865	00520708	0000071694	5,667,466.58	6/7/2012
31865	00524375	0000071694	5,921,675.70	6/14/2012
31865	00527609	0000071694	6,109,494.30	6/21/2012
31865	00531316	0000071694	7,781,690.35	6/28/2012

**VSHP - TennCare Select FY 2012 (Continued)**

<b>Unit</b>	<b>Voucher ID</b>	<b>Vendor ID</b>	<b>Amount Pd</b>	<b>Pymnt Date</b>
31865	00486788	0000071694	56,355.47	4/4/2012
31865	00486789	0000071694	1,149,320.15	4/5/2012
31865	00502592	0000071694	55,891.66	5/3/2012
31865	00502593	0000071694	1,160,011.32	5/4/2012
31865	00518196	0000071694	47,347.53	5/31/2012
31865	00518197	0000071694	1,253,616.62	6/1/2012
			<b>97,473,684.60</b>	

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**FY 2012 TOTAL                    \$    385,566,957.59**

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# VSHP - TennCare Select - Edison #29635

FY 2013

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00536574	0000071694	48,437.50	7/5/2012
31865	00536575	0000071694	1,260,349.46	7/6/2012
31865	00535403	0000071694	5,985,562.22	7/5/2012
31865	00538765	0000071694	5,255,435.83	7/12/2012
31865	00542594	0000071694	6,250,888.55	7/19/2012
31865	00546099	0000071694	11,355,796.59	7/26/2012
31865	2013-05	0000071694	8,117,911.55	8/2/2012
31865	101724290	0000071694	57,302.60	8/2/2012
31865	101724291	0000071694	1,256,143.20	8/3/2012
31865	2013-06	0000071694	6,408,309.26	8/9/2012
31865	2013-07	0000071694	7,268,937.28	8/16/2012
31865	2013-08	0000071694	6,078,378.00	8/23/2012
31865	2013-09	0000071694	8,327,879.45	8/30/2012
31865	2013-10	0000071694	7,834,186.89	9/6/2012
31865	101759215	0000071694	50,146.39	9/6/2012
31865	101759216	0000071694	1,277,229.44	9/7/2012
31865	2013-11	0000071694	5,946,351.83	9/13/2012
31865	2013-12	0000071694	6,464,560.01	9/20/2012
31865	2013-13	0000071694	8,841,205.19	9/27/2012
			<b>98,085,011.24</b>	

31865	00582775	0000071694	6,963,085.63	10/4/2012
31865	00583991	0000071694	52,981.62	10/4/2012
31865	00583992	0000071694	1,272,935.22	10/5/2012
31865	00586310	0000071694	7,399,650.14	10/11/2012
31865	00589983	0000071694	6,945,633.30	10/18/2012
31865	00593528	0000071694	10,952,474.94	10/25/2012
31865	00597217	0000071694	7,841,926.95	11/1/2012
31865	00598530	0000071694	59,944.46	11/1/2012
31865	00598531	0000071694	1,265,587.46	11/2/2012
31865	00600941	0000071694	6,910,358.50	11/8/2012
31865	00602903	0000071694	6,606,821.81	11/15/2012
31865	00606434	0000071694	6,001,277.25	11/21/2012
31865	00610063	0000071694	7,182,804.78	11/29/2012
31865	00614376	0000071694	5,459,457.27	12/6/2012
31865	00615544	0000071694	48,163.72	12/6/2012
31865	00615545	0000071694	1,271,808.54	12/7/2012
31865	00617879	0000071694	8,575,241.39	12/13/2012

**VSHP - TennCare Select FY 2013 (Continued)**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00621136	0000071694	10,163,146.15	12/20/2012
31865	00623395	0000071694	6,559,127.86	12/28/2012
			<b>101,532,426.99</b>	

31865	00628845	0000071694	51,046.55	1/3/2013
31865	00628846	0000071694	1,257,380.78	1/4/2013
31865	00627580	0000071694	3,489,789.45	1/4/2013
31865	00631260	0000071694	3,932,787.82	1/10/2013
31865	00634837	0000071694	8,935,706.45	1/17/2013
31865	00637791	0000071694	14,356,691.39	1/24/2013
31865	00643857	0000071694	52,809.53	1/31/2013
31865	00642519	0000071694	6,902,829.31	1/31/2013
31865	00643858	0000071694	1,240,926.09	2/1/2013
31865	00646405	0000071694	6,595,268.42	2/7/2013
31865	00650826	0000071694	8,997,133.83	2/14/2013
31865	00655207	0000071694	7,050,361.84	2/21/2013
31865	00661457	0000071694	57,486.45	2/28/2013
31865	00659918	0000071694	7,210,480.06	2/28/2013
31865	00661458	0000071694	1,242,751.62	3/1/2013
31865	00664282	0000071694	6,193,305.25	3/7/2013
31865	00668608	0000071694	5,486,028.66	3/14/2013
31865	00670012	0000071694	4,500.00	3/15/2013
31865	00672740	0000071694	7,148,416.83	3/21/2013
			<b>90,205,700.33</b>	

31865	00680428	0000071694	8,949,390.76	4/4/2013
31865	00682264	0000071694	6,842,579.80	4/11/2013
31865	00687228	0000071694	6,538,214.42	4/18/2013
31865	00691285	0000071694	13,544,475.68	4/25/2013
31865	00695320	0000071694	8,163,176.41	5/2/2013
31865	00699505	0000071694	5,481,485.96	5/9/2013
31865	00703440	0000071694	6,868,973.83	5/16/2013
31865	00707520	0000071694	7,369,203.58	5/23/2013
31865	00711469	0000071694	6,363,936.34	5/30/2013
31865	00715741	0000071694	5,191,382.32	6/6/2013
31865	00719370	0000071694	6,670,593.04	6/13/2013
31865	00722943	0000071694	6,443,442.60	6/20/2013
31865	00726808	0000071694	7,593,808.78	6/27/2013
31865	00681007	0000071694	49,077.95	4/4/2013
31865	00681008	0000071694	1,266,813.69	4/5/2013

**VSHP - TennCare Select FY 2013 (Continued)**

<b>Unit</b>	<b>Voucher ID</b>	<b>Vendor ID</b>	<b>Amount Pd</b>	<b>Pymnt Date</b>
31865	00696729	0000071694	49,095.77	5/2/2013
31865	00696730	0000071694	1,260,713.15	5/3/2013
31865	00716982	0000071694	43,127.66	6/6/2013
31865	00716983	0000071694	1,278,323.69	6/7/2013
			<b>99,967,815.43</b>	

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**FY 2013 TOTAL                    \$    389,790,953.99**

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**VSHP - TennCare Select - Edison #29635**

**FY 2014**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00731086	0000071694	6,168,763.56	7/3/2013
31865	00734518	0000071694	5,863,382.77	7/11/2013
31865	00738852	0000071694	7,994,522.52	7/18/2013
31865	00742558	0000071694	13,084,871.45	7/25/2013
31865	00746248	0000071694	6,856,875.60	8/1/2013
31865	00749921	0000071694	6,332,906.06	8/8/2013
31865	00753598	0000071694	5,689,993.29	8/15/2013
31865	00757120	0000071694	8,352,345.00	8/22/2013
31865	00760909	0000071694	6,123,934.17	8/29/2013
31865	00764736	0000071694	5,787,478.02	9/5/2013
31865	00768589	0000071694	6,871,320.04	9/11/2013
31865	00771922	0000071694	7,922,212.53	9/19/2013
31865	00775548	0000071694	8,546,049.03	9/26/2013
31865	00732265	0000071694	41,083.44	7/3/2013
31865	00732266	0000071694	1,274,938.59	7/5/2013
31865	00747494	0000071694	39,347.88	8/1/2013
31865	00747495	0000071694	1,276,194.01	8/2/2013
31865	00766005	0000071694	51,842.87	9/5/2013
31865	00766006	0000071694	1,297,624.15	9/6/2013
			<b>99,575,684.98</b>	

31865	00779409	0000071694	7,035,254.51	10/3/2013
31865	00783169	0000071694	8,539,998.37	10/10/2013
31865	00786761	0000071694	7,529,896.02	10/17/2013
31865	00790549	0000071694	6,348,198.82	10/24/2013
31865	00794312	0000071694	10,029,920.07	10/31/2013
31865	00797912	0000071694	7,211,761.93	11/7/2013
31865	00802032	0000071694	7,158,611.13	11/14/2013
31865	00806075	0000071694	6,520,552.94	11/21/2013
31865	00809881	0000071694	10,206,937.02	11/27/2013
31865	00813394	0000071694	4,732,253.68	12/5/2013
31865	00817901	0000071694	8,037,079.36	12/12/2013
31865	00821986	0000071694	9,938,010.73	12/19/2013
31865	00825619	0000071694	8,134,491.84	12/27/2013
31865	00780666	0000071694	47,240.65	10/3/2013
31865	00780667	0000071694	1,287,574.33	10/4/2013
31865	00795517	0000071694	47,757.25	10/31/2013
31865	00795518	0000071694	1,287,055.58	11/1/2013
31865	00814933	0000071694	45,634.16	12/6/2013
31865	00814934	0000071694	1,270,804.23	12/6/2013
			<b>105,409,032.62</b>	

**VSHP - TennCare Select FY 2014 (Continued)**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00828762	0000071694	3,306,257.79	1/3/2014
31865	00832337	0000071694	5,329,993.19	1/9/2014
31865	00836815	0000071694	8,332,232.85	1/16/2014
31865	00840260	0000071694	9,040,721.35	1/23/2014
31865	00844498	0000071694	11,125,272.25	1/30/2014
31865	00848877	0000071694	5,862,016.30	2/6/2014
31865	00853876	0000071694	6,876,318.02	2/13/2014
31865	00858359	0000071694	5,591,671.58	2/20/2014
31865	00863313	0000071694	6,455,832.81	2/27/2014
31865	00868085	0000071694	8,766,667.26	3/6/2014
31865	00872628	0000071694	8,237,609.62	3/13/2014
31865	00877151	0000071694	7,428,696.40	3/20/2014
31865	00881619	0000071694	8,776,656.89	3/27/2014
31865	00829953	0000071694	47,587.22	1/3/2014
31865	00829954	0000071694	1,281,762.92	1/3/2014
31865	00850546	0000071694	55,155.39	2/7/2014
31865	00850547	0000071694	1,263,925.93	2/7/2014
31865	00869566	0000071694	58,109.84	3/7/2014
31865	00869567	0000071694	1,278,870.88	3/7/2014
			<b>99,115,358.49</b>	

31865	00886202	0000071694	6,657,355.02	4/3/2014
31865	00887692	0000071694	58,564.24	4/4/2014
31865	00887693	0000071694	1,293,626.57	4/4/2014
31865	00890737	0000071694	9,666,207.63	4/10/2014
31865	00895080	0000071694	7,064,057.45	4/16/2014
31865	00898302	0000071694	200.04	4/24/2014
31865	00898305	0000071694	12,507,595.84	4/24/2014
31865	00903072	0000071694	5,962,804.77	5/1/2014
31865	00904505	0000071694	61,042.68	5/2/2014
31865	00904506	0000071694	1,304,582.82	5/2/2014
31865	00907469	0000071694	6,692,952.23	5/8/2014
31865	00912597	0000071694	135.18	5/15/2014
31865	00912598	0000071694	6,672,198.31	5/15/2014
31865	00916719	0000071694	9,140,173.70	5/22/2014
31865	00920906	0000071694	7,207,155.13	5/29/2014

**VSHP - TennCare Select FY 2014 (Continued)**

<b>Unit</b>	<b>Voucher ID</b>	<b>Vendor ID</b>	<b>Amount Pd</b>	<b>Pymnt Date</b>
31865	00925278	0000071694	4,706,842.65	6/5/2014
31865	00926489	0000071694	70,523.70	6/6/2014
31865	00926490	0000071694	1,303,332.15	6/6/2014
31865	00929031	0000071694	6,179,843.80	6/12/2014
31865	00933339	0000071694	7,817,593.68	6/19/2014
31865	00937322	0000071694	7,002,754.12	6/26/2014
			<b>101,369,541.71</b>	

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**FY 2014 TOTAL                    \$    405,469,617.80**

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**VSHP - TennCare Select - Edison #29635**

**FY 2015**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	00941902	0000071694	7,666,158.75	7/3/2014
31865	00943258	0000071694	65,270.31	7/7/2014
31865	00943259	0000071694	1,321,225.27	7/7/2014
31865	00946034	0000071694	119.92	7/10/2014
31865	00946035	0000071694	4,111,103.98	7/10/2014
31865	00950742	0000071694	7,071,510.61	7/17/2014
31865	00954507	0000071694	11,755,790.83	7/24/2014
31865	00958796	0000071694	7,612,969.18	7/31/2014
31865	00960160	0000071694	71,776.67	8/1/2014
31865	00960161	0000071694	1,327,974.59	8/1/2014
31865	00962949	0000071694	8,421,784.06	8/8/2014
31865	00967242	0000071694	146.54	8/14/2014
31865	00967243	0000071694	7,308,499.32	8/14/2014
31865	00971191	0000071694	8,648,638.63	8/21/2014
31865	00975452	0000071694	8,363,133.63	8/28/2014
31865	00979569	0000071694	124.72	9/4/2014
31865	00979568	0000071694	7,148,301.67	9/4/2014
31865	00980947	0000071694	84,840.48	9/5/2014
31865	00980948	0000071694	1,358,631.06	9/5/2014
31865	00983893	0000071694	6,174,899.35	9/11/2014
31865	00987608	0000071694	8,375,010.13	9/18/2014
31865	00991603	0000071694	8,566,856.79	9/25/2014
			<b>105,454,766.49</b>	

31865	00995990	0000071694	6,816,930.26	10/2/2014
31865	00997349	0000071694	110,214.04	10/3/2014
31865	00997350	0000071694	1,345,679.38	10/3/2014
31865	01000288	0000071694	6,899,317.31	10/9/2014
31865	01004201	0000071694	6,178,797.79	10/16/2014
31865	01008291	0000071694	6,929,885.88	10/23/2014
31865	01012381	0000071694	14,821,289.19	10/30/2014
31865	01016694	0000071694	6,940,705.51	11/6/2014
31865	01017902	0000071694	133,254.09	11/7/2014
31865	01017903	0000071694	1,355,615.48	11/7/2014
31865	01020636	0000071694	6,631,034.00	11/13/2014
31865	01024700	0000071694	10,053,952.98	11/20/2014
31865	01028831	0000071694	9,632,553.14	11/26/2014
31865	01032043	0000071694	3,809,127.89	12/4/2014
31865	01033409	0000071694	183,932.62	12/5/2014
31865	01033410	0000071694	1,352,683.19	12/5/2014
31865	01036371	0000071694	6,810,069.19	12/11/2014

**VSHP - TennCare Select FY 2015 (Continued)**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01040521	0000071694	7,386,942.18	12/18/2014
31865	01044217	0000071694	7,929,071.03	12/24/2014
31865	01047421	0000071694	4,166,050.13	12/31/2014
31865	01048654	0000071694	150,364.96	12/31/2014
31865	01048655	0000071694	1,343,409.21	12/31/2014
			<b>110,980,879.45</b>	

31865	01051533	0000071694	6,837,375.26	1/8/2015
31865	01055598	0000071694	7,445,694.40	1/15/2015
31865	01058650	0000071694	6,976,483.90	1/22/2015
31865	01062648	0000071694	12,829,669.16	1/29/2015
31865	01066688	0000071694	7,091,353.42	2/5/2015
31865	01068188	0000071694	170,297.91	2/6/2015
31865	01068189	0000071694	1,363,324.17	2/6/2015
31865	01071430	0000071694	7,935,735.73	2/12/2015
31865	01075574	0000071694	6,275,095.29	2/19/2015
31865	01079869	0000071694	6,793,850.75	2/26/2015
31865	01083972	0000071694	7,221,258.43	3/5/2015
31865	01085273	0000071694	188,464.10	3/6/2015
31865	01085274	0000071694	1,374,107.05	3/6/2015
31865	01088080	0000071694	7,799,018.31	3/12/2015
31865	01091668	0000071694	7,678,789.46	3/25/2015
31865	01095639	0000071694	7,622,014.74	3/26/2015
			<b>95,602,532.08</b>	

31865	01099744	0000071694	7,490,439.83	4/2/2015
31865	01101059	0000071694	197,683.58	4/3/2015
31865	01101060	0000071694	1,371,251.24	4/3/2015
31865	01103855	0000071694	7,616,546.22	4/9/2015
31865	01107516	0000071694	6,867,383.62	4/16/2015
31865	01111334	0000071694	7,486,206.08	4/23/2015
31865	01115089	0000071694	11,940,236.40	4/30/2015
31865	01116259	0000071694	263,563.16	5/1/2015
31865	01116260	0000071694	1,383,474.80	5/1/2015
31865	01118891	0000071694	8,032,118.55	5/7/2015
31865	01122606	0000071694	8,538,064.50	5/14/2015
31865	01126638	0000071694	7,481,390.86	5/21/2015
31865	01130342	0000071694	8,530,459.28	5/28/2015
31865	01134317	0000071694	6,346,044.46	6/4/2015
31865	01135421	0000071694	281,629.89	6/5/2015

**VSHP - TennCare Select FY 2015 (Continued)**

<b>Unit</b>	<b>Voucher ID</b>	<b>Vendor ID</b>	<b>Amount Pd</b>	<b>Pymnt Date</b>
31865	01135422	0000071694	1,401,584.89	6/5/2015
31865	01137697	0000071694	7,389,711.06	6/11/2015
31865	01141255	0000071694	8,360,385.18	6/18/2015
31865	01144733	0000071694	6,536,008.53	6/25/2015
			<b>107,514,182.13</b>	

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**FY 2015 TOTAL                    \$    419,552,360.15**

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# VSHP - TennCare Select - Edison #29635

FY 2016

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01148788	0000071694	6,415,558.67	7/2/2015
31865	01150144	0000071694	277,077.23	7/7/2015
31865	01150145	0000071694	1,390,134.46	7/7/2015
31865	01152861	0000071694	4,930,693.98	7/9/2015
31865	01156384	0000071694	6,494,846.73	7/16/2015
31865	01157501	0000071694	4,500.00	7/17/2015
31865	01159961	0000071694	6,525,460.98	7/23/2015
31865	01164746	0000071694	13,166,211.16	7/30/2015
31865	01169255	0000071694	7,257,297.60	8/6/2015
31865	01170643	0000071694	294,190.25	8/7/2015
31865	01170644	0000071694	1,410,774.99	8/7/2015
31865	01173696	0000071694	6,770,305.99	8/14/2015
31865	01177353	0000071694	6,413,591.26	8/20/2015
31865	01181098	0000071694	8,614,519.20	8/27/2015
31865	01185019	0000071694	6,564,726.46	9/3/2015
31865	01186284	0000071694	286,330.07	9/4/2015
31865	01186285	0000071694	1,401,862.11	9/4/2015
31865	01189025	0000071694	6,874,650.19	9/10/2015
31865	01192667	0000071694	7,267,299.96	9/17/2015
31865	01196396	0000071694	9,489,433.85	9/24/2015
			<b>101,849,465.14</b>	

31865	01201283	0000071694	403,499.00	10/2/2015
31865	01219981	0000071694	494,445.84	11/6/2015
31865	01233818	0000071694	483,978.76	12/4/2015
31865	01247318	0000071694	493,942.79	12/30/2015
31865	01201284	0000071694	1,453,734.88	10/2/2015
31865	01219982	0000071694	1,434,860.30	11/6/2015
31865	01233819	0000071694	1,442,437.23	12/4/2015
31865	01247319	0000071694	1,449,163.62	12/30/2015
31865	01204021	0000071694	10,328,082.49	10/8/2015
31865	01207458	0000071694	8,305,223.56	10/15/2015
31865	01211322	0000071694	7,703,381.35	10/22/2015
31865	01214855	0000071694	13,517,709.13	10/29/2015
31865	01218958	0000071694	6,321,255.23	11/5/2015
31865	01222304	0000071694	7,579,970.12	11/12/2015
31865	01225750	0000071694	7,628,988.92	11/19/2015
31865	01229657	0000071694	10,738,931.66	11/25/2015

**VSHP - TennCare Select FY 2016 (Continued)**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01232585	0000071694	5,828,508.73	12/3/2015
31865	01236545	0000071694	9,095,384.18	12/10/2015
31865	01239997	0000071694	7,285,685.75	12/17/2015
31865	01243379	0000071694	9,060,075.51	12/23/2015
31865	01246243	0000071694	4,844,173.85	12/30/2015
31865	01200088	0000071694	7,751,223.08	10/1/2015
			<b>123,644,655.98</b>	

31865	01249711	0000071694	7,558,689.69	1/7/2016
31865	01253977	0000071694	7,623,544.09	1/14/2016
31865	01257000	0000071694	7,395,676.91	1/21/2016
31865	01260639	0000071694	13,662,566.48	1/28/2016
31865	01264816	0000071694	7,947,262.18	2/4/2016
31865	01266243	0000071694	498,581.34	2/5/2016
31865	01266244	0000071694	1,439,628.86	2/5/2016
31865	01269425	0000071694	6,697,746.63	2/11/2016
31865	01273481	0000071694	8,312,128.91	2/18/2016
31865	01277962	0000071694	7,024,759.32	2/25/2016
31865	01282296	0000071694	7,510,163.94	3/3/2016
31865	01283677	0000071694	500,964.22	3/4/2016
31865	01283678	0000071694	1,457,668.15	3/4/2016
31865	01286797	0000071694	8,759,348.68	3/10/2016
31865	01290575	0000071694	8,460,434.97	3/17/2016
31865	01294968	0000071694	8,392,534.14	3/24/2016
31865	01299109	0000071694	6,422,584.90	3/31/2016
			<b>109,664,283.41</b>	

31865	01300466	0000071694	509,229.58	4/1/2016
31865	01300467	0000071694	1,453,871.48	4/1/2016
31865	01303492	0000071694	6,129,883.80	4/7/2016
31865	01307432	0000071694	7,491,823.71	4/14/2016
31865	01311489	0000071694	7,834,600.40	4/21/2016
31865	01315552	0000071694	13,915,925.24	4/27/2016
31865	01318859	0000071694	7,294,829.51	5/5/2016
31865	01320243	0000071694	507,875.12	5/6/2016
31865	01320244	0000071694	1,392,297.99	5/6/2016
31865	01323372	0000071694	9,209,509.78	5/12/2016
31865	01327361	0000071694	6,853,757.30	5/19/2016
31865	01331226	0000071694	8,515,917.56	5/26/2016
31865	01335049	0000071694	7,057,242.16	6/2/2016
31865	01336415	0000071694	509,561.19	6/7/2016
31865	01336416	0000071694	1,354,999.11	6/7/2016

**VSHP - TennCare Select FY 2016 (Continued)**

<b>Unit</b>	<b>Voucher ID</b>	<b>Vendor ID</b>	<b>Amount Pd</b>	<b>Pymnt Date</b>
31865	01339253	0000071694	6,505,478.05	6/9/2016
31865	01343106	0000071694	7,637,456.98	6/16/2016
31865	01346749	0000071694	8,946,597.03	6/23/2016
31865	01350990	0000071694	5,171,684.68	6/30/2016
			<b>108,292,540.67</b>	

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**FY 2016 TOTAL                    \$    443,450,945.20**

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# VSHP - TennCare Select - Edison #29635

FY 2017

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01355635	0000071694	525,478.62	7/7/2016
31865	01355636	0000071694	1,368,287.81	7/7/2016
31865	01354799	0000071694	7,924,012.04	7/7/2016
31865	01357718	0000071694	4,497,211.19	7/14/2016
31865	01361753	0000071694	8,404,616.22	7/21/2016
31865	01365576	0000071694	14,675,580.58	7/28/2016
31865	01369483	0000071694	6,551,657.70	8/4/2016
31865	01370695	0000071694	394,649.43	8/5/2016
31865	01370696	0000071694	1,362,155.96	8/5/2016
31865	01373537	0000071694	7,527,203.15	8/11/2016
31865	01377243	0000071694	8,413,312.99	8/18/2016
31865	01381210	0000071694	6,533,653.05	8/25/2016
31865	01385120	0000071694	7,708,235.86	9/2/2016
31865	01386385	0000071694	402,562.99	9/2/2016
31865	01386386	0000071694	1,409,318.01	9/2/2016
31865	01389244	0000071694	6,730,455.82	9/8/2016
31865	01392921	0000071694	7,269,284.56	9/15/2016
31865	01396802	0000071694	7,793,327.47	9/22/2016
31865	01400368	0000071694	7,428,280.89	9/29/2016
			<b>106,919,284.34</b>	

31865	01404496	0000071694	332,596.56	10/3/2016
31865	01404497	0000071694	1,409,949.52	10/3/2016
31865	01404625	0000071694	7,204,677.21	10/6/2016
31865	01408244	0000071694	7,236,771.48	10/13/2016
31865	01412077	0000071694	6,300,672.66	10/20/2016
31865	01415456	0000071694	15,629,303.53	10/27/2016
31865	01419419	0000071694	6,972,055.20	11/3/2016
31865	01420509	0000071694	328,850.72	11/4/2016
31865	01420510	0000071694	1,419,982.19	11/4/2016
31865	01422990	0000071694	9,609,577.95	11/10/2016
31865	01426054	0000071694	7,207,053.24	11/17/2016
31865	01430016	0000071694	7,752,258.77	11/23/2016
31865	01432903	0000071694	4,443,576.69	12/1/2016
31865	01434117	0000071694	330,686.05	12/2/2016
31865	01434118	0000071694	1,428,946.11	12/2/2016
31865	01436988	0000071694	8,863,878.11	12/12/2016
31865	01440716	0000071694	7,671,195.39	12/15/2016
31865	01444214	0000071694	7,253,690.52	12/22/2016
31865	01448109	0000071694	5,164,408.91	12/30/2016
			<b>106,560,130.81</b>	

**VSHP - TennCare Select FY 2017 (Continued)**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01451300	0000071694	6,288,776.86	1/6/2017
31865	01452365	0000071694	249,578.45	1/6/2017
31865	01452366	0000071694	1,355,185.88	1/6/2017
31865	01455015	0000071694	5,821,066.63	1/12/2017
31865	01458307	0000071694	8,384,101.60	1/19/2017
31865	01462075	0000071694	13,159,466.37	1/26/2017
31865	01466039	0000071694	8,431,996.21	2/2/2017
31865	01467464	0000071694	277,483.72	2/3/2017
31865	01467465	0000071694	1,365,312.52	2/3/2017
31865	01470707	0000071694	8,245,948.30	2/9/2017
31865	01474876	0000071694	8,611,647.34	2/16/2017
31865	01479170	0000071694	8,209,068.10	2/23/2017
31865	01483535	0000071694	7,867,185.11	3/2/2017
31865	01484727	0000071694	284,537.87	3/2/2017
31865	01484728	0000071694	1,378,229.79	3/2/2017
31865	01487642	0000071694	7,827,292.78	3/9/2017
31865	01491873	0000071694	7,264,707.04	3/16/2017
31865	01496199	0000071694	8,028,727.08	3/23/2017
31865	01500385	0000071694	5,974,239.60	3/30/2017
			<b>109,024,551.25</b>	

31865	01504612	0000071694	5,635,097.19	4/6/2017
31865	01505717	0000071694	387,678.67	4/7/2017
31865	01505718	0000071694	1,375,535.38	4/7/2017
31865	01508387	0000071694	6,784,747.05	4/13/2017
31865	01512499	0000071694	8,202,784.74	4/20/2017
31865	01516383	0000071694	14,877,633.54	4/27/2017
31865	01520268	0000071694	7,578,563.48	5/4/2017
31865	01521425	0000071694	371,125.22	5/5/2017
31865	01521426	0000071694	1,230,619.80	5/5/2017
31865	01524222	0000071694	8,363,707.21	5/11/2017
31865	01527771	0000071694	6,914,882.78	5/18/2017
31865	01531619	0000071694	7,886,239.59	5/25/2017
31865	01535812	0000071694	8,069,710.70	6/1/2017
31865	01536929	0000071694	346,471.27	6/2/2017
31865	01536930	0000071694	1,385,371.38	6/2/2017
31865	01539554	0000071694	6,619,871.59	6/8/2017
31865	01543228	0000071694	6,784,952.93	6/15/2017
31865	01546788	0000071694	7,661,223.82	6/22/2017
31865	01550911	0000071694	6,571,265.07	6/29/2017
			<b>107,047,481.41</b>	

**VSHP - TennCare Select FY 2017 (Continued)**

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<b>FY 2017 TOTAL</b>	<b>\$ 429,551,447.81</b>
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**VSHP - TennCare Select - Edison #29635**  
**FY 2018**

Unit	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01555613	0000071694	339,952.93	7/7/2017
31865	01555614	0000071694	1,377,529.99	7/7/2017
31865	01554450	0000071694	6,981,946.31	7/7/2017
31865	01558355	0000071694	6,088,458.61	7/14/2017
31865	01561669	0000071694	6,474,452.78	7/20/2017
31865	01565560	0000071694	14,915,666.49	7/27/2017
31865	01569119	0000071694	6,331,931.80	8/3/2017
31865	01570259	0000071694	346,879.20	8/4/2017
31865	01570260	0000071694	1,415,179.51	8/4/2017
31865	01573096	0000071694	6,878,536.28	8/10/2017
31865	01576507	0000071694	7,274,458.78	8/17/2017
31865	01580237	0000071694	8,322,384.05	8/24/2017
31865	01583990	0000071694	8,650,125.46	8/31/2017
31865	01585057	0000071694	352,530.36	9/1/2017
31865	01585058	0000071694	1,379,626.58	9/1/2017
31865	01587651	0000071694	6,474,661.00	9/7/2017
31865	01591062	0000071694	7,242,562.74	9/14/2017
31865	01594505	0000071694	7,303,469.68	9/21/2017
31865	01597900	0000071694	7,948,793.29	9/28/2017
			<b>106,099,145.84</b>	

**FY 2018 TOTAL                    \$    106,099,145.84**