Fiscal Review Committee Redaction Cover Sheet

Contract Number: RFS 318.65-00451 TennCare (Maximus Health Services)

X No redactions required

_____ Redactions applied

Contractor/Service Provider Identity *(this includes addresses, phone numbers, service provider contact or officer information, and other information that could be used to identify the contractor or service provider)*

_____ Federal Employee Identification Number (FEIN)

_____ Contractor/Vendor Name

Purpose for Contractor/Vendor Name Redaction (if applicable)

Technology Details *(this includes database, operating system, development code, and any other information that would identify an area of weakness or an attack vector)*

_____ Product Name

_____ Associated Technology

_____ Other

Other Description: _____

Amendment Request

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

APPROVED	
CHIEF PROCUREMENT OFFICER	DATE

Agency request tracking #	31865-00451
1. Procuring Agency	Department of Finance and Administration, Division of TennCare
2. Contractor	Maximus Health Services, Inc.
3. Edison contract ID #	50122
4. Proposed amendment #	2
5. Contract's Original Effective Date	June 1, 2016
6. Current end date	May 31, 2019
7. Proposed end date	May 31, 2021
8. Current Maximum Liability or Estimated Liability	$ 28,020,184.20
9. Proposed Maximum Liability or Estimated Liability	$ 28,020,184.20
10. Strategic Technology Solutions Pre-Approval Endorsement Request *– information technology service (N/A to THDA)*	☒ Not Applicable ☐ Attached
11. eHealth Pre-Approval Endorsement Request *– health-related professional, pharmaceutical, laboratory, or imaging*	☒ Not Applicable ☐ Attached
12. Human Resources Pre-Approval Endorsement Request *– state employee training service*	☒ Not Applicable ☐ Attached

13. Explain why the proposed amendment is needed

This competitively procured contract with Maximus Health Services is being amended to utilize the two remaining extension options, delete specific language that is no longer relevant, and to add new and clarifying language to existing sections for services related to medical or Level of Care (LOC) medical eligibility for Long Term Services and Supports (LTSS) specifically focused on details centered around Intake and Enrollment of Employment and Community First (ECF) CHOICES. Maximus is currently providing this service and with the additional clarifying language, TennCare has further defined the needs associated with intake and enrollment per the ECF CHOICES portion of this contract.

Agency request tracking #	31865-00451

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

Maximus is currently obtaining referrals from TennCare along with providing intake and enrollment for ECF CHOICES. The additional scope of work is adding structure around the State's needs per these services.

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)

2/28/19

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00451	50122		02

Contractor Legal Entity Name	Edison Vendor ID
Maximus Health Services, Inc,. dba Ascend Management Innovations	0000191173

Amendment Purpose & Effect(s)
Extend End Date and Adjust Language

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** May 31, 2021

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	$1,183,576.75	$3,550,730.25			$4,734,307.00
2018	$1,075,219.25	$3,225,657.75			$4,300,877.00
2019	$1,539,075.00	$4,617,225.00			$6,156,300.00
2020	$1,630,030.75	$4,890,092.25			$6,520,123.00
2021	$1,577,144.30	$4,731,432.90			$6,308,577.20
TOTAL:	$7,005,046.05	$21,015,138.15			$28,020,184.20

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

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT #2 TO #50122
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE
AND
MAXIMUS HEALTH SERVICES, INC. DBA
ASCEND MANAGEMENT INNOVATIONS

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "State" or "TennCare" and Maximus Health Services, Inc. dba Ascend Management Innovations., hereinafter referred to as the "Contractor" for provision of Pre-Admission Screening and Resident Review (PASRR) processes and services related to medical or Level of Care (LOC) eligibility appeals for Long-Term Services and Supports (LTSS). For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. **Section A.3 shall be deleted in its entirety and replaced with the following**:

   A.3. [This Section is intentionally left blank.]

2. **Section A.5 shall be deleted in its entirety and replaced with the following**:

   A.5. PASRR Service Requirements

   a. All PASRR related processes and functions performed by Contractor shall be compliant with all federal requirements, applicable Tennessee statutes and rules, and this Contract;

   b. The State shall refer applicants identified and determined by the PASRR Level I Screening as a person with a potential or known diagnosis of MI or ID/RC to the Contractor for a PASRR Level II evaluation;

   c. The Contractor shall have the ability to perform onsite face-to-face Level II evaluations for identified nursing home applicants statewide and share findings and outcomes with DMHSAS or DIDD who will have final review and approval of results;

   d. For each completed PASRR Level II evaluation, the Contractor shall provide a written Summary of Findings Report developed using the information from the onsite face-to-face evaluation and review of supplemental information;

   e. All completed Summary of Findings Reports shall include accurate specialized service determinations in accordance with State Rule;

   f. Contractor shall provide to the State all completed and approved Summary of Findings Reports in a compatible format to be received electronically via the State's web based system for capturing, tracking and sharing PASRR related information known as "T-MED" and provided to the applicant and service provider;

   g. The Level II evaluation and the written Summary of Findings Report shall conform to the requirements stated in 42 CFR §§ 483.100 through 483.138;

   h. The written Summary of Findings Report shall be person centered, identify services and supports the applicant would need in the community, identify natural and paid supports available to meet identified needs, include an assessment of overall needs, determine level of care and determine whether NF placement is appropriate, determine specialized service needs in the NF, include clinical recommendations for rehabilitative services, and include rationales, case abstracts, and appropriate demographic information as described in 42 CFR §§ 483.100 through 483.138;

   i. The Contractor shall have a system in place which allows for authorized access, tracking and reporting of Level II PASRR evaluations and outcomes, including Summary of Findings Reports;

j. The submitting screener and other authorized entities (other than the submitting screener) shall have access to view and print Level II outcomes;

k. Individuals who are in PASRR population shall be tracked when transferring from one NF to another;

l. The Contractor shall track and perform Change of Status reviews when a change of status is requested and found necessary by DMHSAS or DIDD as applicable;

m. Upon approval of a PASRR Appeal by TennCare (based solely on the Contractor's determination of medical necessity), the Contractor shall process the approval through the reconsideration process using the approval date specified by TennCare and provide an appropriate approval notice within the timeframe specified by TennCare.

n. The contractor shall link the overturned (approved) PASRR through appeal to the new reconsidered PASRR (reconsideration) used to process the approval. The contractor shall make it clear that the new reconsidered PASRR (the reconsideration) is the approval of the appealed PASRR.

o. Should TennCare find an improper notice through the appeal process, the Contractor shall correct the error immediately, and provide a notice of correction to the applicant within the timeframe specified by TennCare.

p. All mandated functions shall be completed in accordance with the following timelines:

Level II Evaluations and Summary of Findings Reports	Five (5) business days (from level 1 screening submission completion date)
Expedited Level II Evaluations and Summary of Findings Reports	Three (3) business days (from level 1 screening submission completion date)
Change of status Summary:	Three (3) business days (from change of status notification date)
Categorical Determinations	One (1) business days (from level 1 screening submission date)
Exemptions	Three(3) business days (from level 1 screening submission date)
PASRR Appeals approval letters and/or Correction letters for improper notices	One (1) business day (from the date of request from LTSS Appeals unit

3. **Section A.8 shall be deleted in its entirety and replaced with the following**:

A.8. PASRR Technological Requirements

a. The Contractor shall use technology that allows for secure web based submission of Level II PASRR referrals which provides the following functionality:

(1) Fully automated, trackable and auditable workflow for Level II evaluation which includes date and time stamp to occur within the system throughout the entire process from submission to determination and at each new phase of an activity and/or decision or with each role change/hand off.

(2) Ability to expedite specific reviews when requested by the State.

(3) Allows the State, DMHSAS, and DIDD to access referral information and check the status of a Level II evaluation.

b. The Contractor shall use technology that conducts Level II functions in a secure, streamlined and efficient manner. This shall include:

(1) Acceptance, assignment and tracking of Level II evaluations.
(2) Documentation of Summary of Findings Reports and outcomes.
(3) Submission of Summary of Findings Reports to DMHSAS or DIDD as applicable for review and approval.
(4) When outcomes are not approved by DMHSAS or DIDD as applicable, ability to return to Contactor for revision.
(5) Sharing of outcomes with the State and use of or integration with the PAE tracking system so that outcomes can be stored shared and/or printed.
(6) Ability to report individual and aggregate outcome results to the State, DMHSAS and/or DIDD.

4. **Sections A.13 shall be deleted in its entirety and replaced with the following**:

A.13. PASRR Process Redesign - the State has completed improvements to its current PASRR Process in an effort to ensure adherence to recent federal guidance specific to specialized services. The contractor shall continue to support all State's efforts to identify efficiencies for the PASRR Process, including, at minimum, the following:

a. Strengthen the Level I screening tool. Use system capabilities and clinical review to increase specificity while retaining sensitivity in order to properly identify individuals for evaluation while eliminating false negatives and reducing false positives.

b. Strengthen the Level I screening process to ensure that the most comprehensive medical history and information is available to inform identification of a potential mental illness or intellectual disability or related conditions. New and current screeners shall be fully trained on use of the system and on the PASRR process in general, including intent, goals, and action steps required by federal regulation.

c. Ensure Level I, Level II, Change of status and all other PASRR related processes are housed in one (1) system, operated and maintained by the Contractor. The Contractor shall be responsible for system security, development and implementation. The State will assist with contractor system design.

d. Ensure the Contractor's system shall integrate and allow for interconnectivity with the State's T-MED system used for medical eligibility determinations, and with DMHSAS and DIDD as needed, eliminating the need for manual intervention in data sharing.

e. Modify the Level II process to ensure that it is person centered and identifies a person's paid and natural supports, overall needs, specialized needs and medical eligibility or level of care (LOC).

f. When NF placement is found through the Level II process to be appropriate and specialized services are identified, confirm with the admitting NF prior to admission, their ability and commitment to provide such services in accordance with each person's individualized needs.

g. Coordination with a Medicaid eligible person's Managed Care Organization (MCO) to ensure specialized services and supports identified through the Level II process are included in the NF POC and are provided as specified in the NF POC.

5. Sections A.14 shall be deleted in its entirety and intentionally left blank.

[This Section is intentionally left blank.]

6. Sections A.15 shall be deleted in its entirety and intentionally left blank.

[This Section is intentionally left blank.]

7. Sections A.20 shall be deleted in its entirety and replaced with the following:

A.20. Supports Intensity Scale ™ (SIS ™) Project Overview Summary- SIS measures an individual's support needs in personal, work-related, and social activities in order to identify and describe the types and intensity of the supports an individual requires. The State will rely on the SIS and supplementary questions to assist in the proper identification of exceptional medical or behavioral needs in person centered planning and other activities related to implementation of the Employment and Community First (ECF) CHOICES program, serving qualified individuals with Intellectual and/or developmental disabilities in existing HCBS waiver programs for Individuals with Intellectual disabilities. In addition to person centered planning activities, the SIS assessment shall be used for establishing a supports budget in ECF CHOICES Groups 6: Comprehensive Supports for Employment and Community Living. Beginning July 1, 2017, the SIS assessment will also be used to determine the rate of reimbursement for specified waiver services.

8. Sections A.21 shall be deleted in its entirety and replaced with the following:

A.21. The Contractor, upon written notification from the State, shall complete the following SIS Assessment Populations, listed in priority of action:

a. Complete a SIS assessment on each Employment and Community First CHOICES Group 6 applicant who has been identified by the State to be enrolled (anticipated to be 200 persons newly enrolled in the first year and at least that many in subsequent years, in addition to persons who may transition from an existing waiver who may already have a recently performed assessment).
b. Complete a SIS reassessment due to change in status, for individuals enrolled in Employment and Community First CHOICES Group 6 or a DIDD waiver for Individuals with Intellectual disabilities.
c. Complete a SIS assessment or reassessment in specific and unique circumstances as requested by the State.
d. Contractor shall ensure that each person enrolled in the Statewide or Comprehensive Aggregate Cap (CAC) HCBS waiver and receiving residential and/or employment or day services has a completed SIS assessment, including supplementary questions, when applicable, that is no more than three (3) years old, and shall implement a triennial reassessment schedule for persons with ID/DD in the specified target population.
e. The Contractor, upon notification from the State, shall complete a SIS triennial reassessment on Individuals enrolled in Employment and Community First CHOICES Group 6.

9. Section A.25 shall be deleted in its entirety and replaced with the following:

A.25. Timeframes- Prior to referral, the state will provide scheduling contact information and availability up to 10 business days in advance of the referral being made. Upon referral from the State for ECF CHOICES Group 6 applicants and enrollees, the Contractor shall conduct and complete SIS assessments or reassessments, enter assessment results data into the SIS® Enterprise system and provide assessment results and associated dates to the State via T-MED, within the following timeframe benchmarks:

a. Within 5 business days in 80% of the new applicant referrals sent;
b. Within 10 business days in 100% of the new applicant referrals sent;
c. Within 10 business days in 100% of the reassessment referrals sent;
d. Within 30 business days for 100% of the existing enrollee referrals sent for participants in an HCBS waiver for Individuals with Intellectual disabilities; and

e. Within 3 business days in 100% of the emergency referrals sent.

10. Section A.28 shall be deleted in its entirety and replaced with the following:

A.28. The Contractor shall meet the following SIS stakeholder training and engagement requirements:

a. Collaborate with the State to help educate stakeholders as project proceeds. Stakeholders include members, families/conservators, providers and advocacy groups;

b. Participate with the State in onsite meetings and training sessions, webinars, and conference calls;

c. Coordinate with MCOs; and

d. Collaborate with the State or any contracted entity assisting the State in implementing the SIS for specified purposes.

11. Sections A.36 shall be deleted in its entirety and replaced with the following:

A.36. Upon request from Tenncare, the Contractor shall conduct in person, face-to-face medical (i.e., LOC) assessments of Tennessee residents to determine if the individual meets the LOC eligibility criteria set forth in the TennCare Rules at 1200-13-01-.10. Each of these individuals will have previously been denied medical eligibility for Long-Term Services and Supports (LTSS) by TennCare and have timely requested an appeal. The Contractor shall make each LOC re-assessment in accordance with criteria established by the State:

a. The Contractor shall accurately gather and record assessment and determination information on a TennCare-approved assessment and determination tool. All LOC assessments and determinations shall be conducted by Field Assessor RNs as defined in this Contract.

b. The Contractor shall ensure consistent and defensible LOC determinations. In order to ensure such determinations, the Contractor shall only utilize Tennessee licensed registered nurses experienced in LTSS to conduct face-to-face LOC assessments. The Contractor shall also review each LOC determination through the use of Quality RNs as defined in this Contract to verify that all information necessary for the determination was gathered and that the Pre-Admission Evaluation (PAE) LOC criteria were correctly applied.

c. The Contractor shall create and provide mandatory training to persons who conduct LOC assessments and determinations, and to persons who conduct quality reviews, before such individuals assume responsibilities under this Contract and at least biannually thereafter. This training shall include, but not be limited to TennCare Rules, State criteria interpretation, and interview strategies, and proper completion of assessment tools. All training documents shall be prior approved by TennCare;

d. The Contractor shall strictly comply with all timeliness requirements mandated by applicable court orders and federal and state laws and regulations, and any amendments or changes thereto. Time is of the essence in this Contract;

12. Sections A.37 shall be deleted in its entirety and replaced with the following:

A.37. The Contractor shall hire and maintain staff and management in accordance with the terms of this Contract. The Contractor's Project Leader, Quality RN(s), and Non-Discrimination Compliance Coordinator shall be available to TennCare staff during

regular State business hours for any clarifications or discussions as needed. Such staffing shall include at a minimum the key staff identified below:

a. A Project Leader, whose primary office is within the Nashville metropolitan area, to assume operational responsibilities, oversee quality review responsibilities, coordinate operations with TennCare and to provide leadership and expertise in conformity with TennCare Rules and policies, state and federal regulations, laws, court orders and in accordance with the direction of TennCare.

b. One (1) or more Tennessee licensed Field Assessor RNs to conduct on-site, face-to- face LOC assessments and determinations. The Field Assessor RNs shall be licensed in the State of Tennessee or possess a multi-state compact license which includes Tennessee. Field Assessor RNs shall be assigned to conduct specific assessments. The Contractor shall maintain an adequate staff of Field Assessor RNs to meet the timelines required in this Contract and all applicable court orders, federal and state laws and regulations, and any amendments or changes thereto. The Field Assessor RNs shall be responsible for:

   (1) Completing the face-to-face assessment in its entirety;
   (2) Providing clear and consistent documentation; and
   (3) Addressing and clarifying inconsistencies.

Upon completion of programming updates to TennCare PAE Tracking System, the sharing of information between TennCare and the Contractor shall occur via the PAE Tracking System. The Contractor shall be required to review and update its system to interact with the PAE Tracking System as updates occur to accommodate changes for on-site referrals, completed onsite assessments, and hearings.

c. One (1) or more Tennessee licensed Quality RNs to conduct quality reviews of each LOC assessment and determination. The Quality RN(s) shall maintain their primary office in the Metropolitan Nashville, Tennessee area. A Quality RN shall be assigned to review every face-to-face assessment. The Quality RN is responsible for:

   (1) Ensuring the completeness of the face-to-face assessment (including interview tools);
   (2) Ensuring the consistency of the documentation;
   (3) Addressing and clarifying any inconsistencies and/or omissions;
   (4) Providing ongoing feedback and training to the field assessor; and
   (5) Ensuring that each individual assessment fully complies with the criteria for evaluations established by TennCare.

d. Privacy Official: The Contractor must designate a privacy official who is responsible for the development and implementation of the policies, procedures and practices according to the HIPAA Privacy and Security Rules. The Contractor must designate a contact person or office who is responsible for receiving privacy and security-related complaints and who is able to provide further information about privacy and security-related matters. This position must be documented pursuant to the regulation.

e. Nondiscrimination Compliance Coordinator (NCC): Pursuant to contract Section E.27, the Contractor's NCC shall be responsible for instructing the Contractor's staff on how to assist Potential Enrollees and TennCare LTSS Enrollees with accessing free services for individuals with disabilities who may require reasonable accommodations and/or Auxiliary Aids or Services and for Individuals with Limited English Proficiency (LEP). In addition, the NCC shall instruct the Contractor's staff on how to assist Potential Enrollees and LTSS Enrollees with filing discrimination complaints and to cooperate with TennCare and/or any other designated entity during discrimination investigations. The NCC's nondiscrimination staff instructions shall be prior approved by TennCare.

f. Litigation Hold Official: The Contractor must designate a representative who is designated to receive Litigation Hold notices.

13. Sections A.38 shall be deleted in its entirety and replaced with the following:

A.38. Within seven (7) business days of receipt of a request from TennCare, the Contractor shall complete the following:

a. Assessment scheduling requirements

1. Scheduling of the face-to-face assessment shall include efforts to involve paid and unpaid hands-on caregivers (including Home Health as well as other HCBS caregivers). The assessor shall seek approval from the applicant when involving other family members or representatives;
2. If the member chooses to invite other individuals to the assessment, those people shall be notified about the time and place of the assessment by the assessor;
3. If the applicant is currently receiving care from a paid caregiver or has received paid hands on care within the past thirty (30) days, the assessor shall make attempts to get the paid caregiver to complete a collateral interview and/or obtain caregiver (agency) notes. See A.38.a.5 for the contractual requirements
4. When the applicant has a legal representative, the Contractor shall include attempts to involve the legal representative in scheduling;
5. Contractor scheduling efforts shall include documentation of at least three (3) phone outreach attempts during both AM and PM times of the day over the course of five (5) business days;
6. All failed attempts to contact caregivers, legal representatives, or family members shall be documented in a detailed call log, including the dates and times of attempts and the outcome of each attempt; and
7. This information of contact attempts shall be provided when returning the face-to-face assessment and determination to TennCare.

b. Assessment Requirements

1. Conduct the in-person, face-to-face on-site LOC assessment and gather appropriate ancillary information in accordance with timelines and requirements in this Contract;
2. Make an initial LOC determination based on the assessment and documentation gathered;
3. Perform a quality review of the initial LOC assessment to ensure that LOC criteria were appropriately applied and conducted interviews (applicant and collateral) are complete, and all inconsistencies are properly addressed (i.e., explanation is provided regarding any discrepancies between the signed PAE and supporting documentation, including interviews) by providing ancillary information which either;
   a. Provides a narrative description of the attempts to resolve discrepancies; and/or
   b. Provides a full resolution to any discrepant area.
4. Make a final determination of the individual's LOC eligibility as represented by all available information; and
5. Communicate the final LOC determination to TennCare in the format specified by TennCare, including submission of the assessment and all documentation relied upon in making the determination.

c. If, for any reason, TennCare has to return the determination to the Contractor for inconsistencies, omissions, or incomplete submissions, either on the part of the independent contractor or the Quality review RN, the Contractor shall have one (1) business day to return the corrected assessment to TennCare via TennCare prescribed method. This time will not count against the seven (7) business day requirement.

d. If the assessment must be returned for corrections a second time, the process will not be considered complete and the contractor forfeits the one additional business day to return the corrected assessment. Calculation of days out of compliance will continue until TennCare accepts as the final Contractor's determination.

14. Section A.46 shall be deleted in its entirety and replaced with the following:

A.46. Using a randomized referral process, TennCare shall refer approved LOC applications (i.e., NF, HCBS, PACE, ECF CHOICES) through the TennCare Pre-Admission Evaluation Tracking System to the Contractor for the purpose of performing LOC Reliability Audits. TennCare shall provide the Contractor with access to the PAE Tracking System to obtain the LOC applications.

a. TennCare shall refer a minimum of seventy-five (75) (and not to exceed one hundred and twenty-five (125)) LOC applications to the Contractor for LOC Reliability Audits per month:

b. The Contractor shall complete all LOC Reliability Audits and submit the results to TennCare through the PAE Tracking System within ten (10) business days, determined from the day on which TennCare makes the LOC application available to the Contractor through the PAE Tracking System.

c. TennCare shall determine the monthly percentage(s) of future LOC Reliability Audits to be completed by the Contractor after the initial twenty-four (24) month period and communicate the percentage(s) in writing to the Contractor no later than thirty (30) business days before the expiration of the initial twenty-four (24) month period.

15. New Sections A.49 through A.55 shall be incorporated as follows:

<u>Intake and Enrollment of ECF CHOICES Groups 7 and 8</u>

A.49. For potential members ECF CHOICES Groups 7 and 8 Contractor shall complete ECF Intakes as referred by TennCare and complete ECF Enrollment as directed by TennCare.

A.50. Intake Completion. Contractor shall complete a face to face assessment and submission of documentation for potential members of ECF CHOICES Groups 7 and 8 within five (5) business days as referred by TennCare. Contractor shall complete, at a minimum, the following documentation for intake:

a. Intake Outcome Form;
b. Life Skills Assessment;
c. IDRC Form with Associated required documents; and
d. Behavioral Health Certification form.

A.51. Enrollment Completion. Contractor shall complete enrollment documentation within five (5) business days as assigned by TennCare. Contractor may gather all enrollment documentation during the intake interview. If Contractor gathers all enrollment documentation during the intake interview, at minimum, the Contractor shall contact the potential member or Conservator within ten (10) calendar days and provide notification of enrollment and confirmation of the potential member's continued interest in ECF CHOICES Group 7 or 8. Contractor shall complete, at a minimum, the following documentation for enrollment:

a. PAE and all associated documentation;
b. ICAP;

c. BSP, BMP – if not already attached;
d. Psych assessment;
e. Mental Health Treatment History; and
f. Discharge Summaries from Residential Settings/Treatment Facilities, within past six (6) months.

A.52. Attempted Completion of Intakes and enrollment visits. The Contractor shall make at least three (3) attempts to schedule an intake and/or enrollment appointment. Contractor must document each attempt. Contractor shall document if the potential member or their Conservator declines an intake and/or enrollment interview prior to face to face appointment or communicates that they are no longer interested in services prior to face to face appointment.

A.53. Contractor shall require Qualified Intellectual Disability Professional (QIDP) to successfully complete of TennCare Qualified Assessor Training. Contractor shall require Qualified Mental Health Professional (QMHP) to successfully complete the TennCare Qualified Assessor Training.

A.54. Contractor must use clinicians with an MD or PhD to complete all Recommendations.

A.55. TennCare will provide Contractor with the requisite TPAES licenses and system usage training.

13. Sections B.1. shall be deleted in its entirety and replaced with the following:

B.1. This Contract shall be effective on June 1, 2016 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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

Amendment Effective Date. The revisions set forth herein shall be effective April 28, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MAXIMUS HEALTH SERVICES, INC. DBA
ASCEND MANAGEMENT INNOVATIONS:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

STUART C. MCWHORTER, COMMISSIONER **DATE**

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Matt Brimm	*Contact Phone:	615-687-5811
*Presenter's name(s):	William Aaron		
Edison Contract Number: (*if applicable*)	50122	RFS Number: (*if applicable*)	31865-00451
*Original or Proposed Contract Begin Date:	June 1, 2016	*Current or Proposed End Date:	May 31, 2021
Current Request Amendment Number: (*if applicable*)		#2	
Proposed Amendment Effective Date: (*if applicable*)		April 28, 2019	
*Department Submitting:		Department of Finance and Administration	
*Division:		TennCare	
*Date Submitted:		February 28, 2019	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:		N/A	
*Contract Vendor Name:		MAXIMUS Health Services, Inc. dba Ascend Management Innovations	
*Current or Proposed Maximum Liability:		$28,020,184.20	
*Estimated Total Spend for Commodities:		N/A	

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

FY:2017	FY:2018	FY:2019	FY:	FY	FY
$9,940,061.40	$9,340,061.40	$9,340,061.40	$	$	$

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

FY:2017	FY:2018	FY:2019	FY:	FY	FY
$4,734,307.82	$4,300,877.40	$2,856,270.97 (Expenditures through January 2019)	$	$	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	This contract is based on a payment structure per each assessment/screening. There is no way to anticipate the volume of these screenings, however, the contract has a maximum term of 5 years and unused funds will roll forward to be available for payments for the term of the contract.
IF surplus funds have been carried forward, please give the reasons and provide the authority for the	This contract payment methodology is based on rates submitted in competitive Cost Proposal. The maximum liability is

Supplemental Documentation Required for Fiscal Review Committee

carry forward provision:	calculated by FY to include the projected estimate assessment/evaluation functions for the TennCare CHOICES program. All unused funds for a fiscal year roll forward for availability throughout the term of the contract.
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A/

*Contract Funding Source/Amount:			
State:	$7,005,046.05	Federal:	$21,015,138.15
Interdepartmental:		*Other*:	
If "*other*" please define:			
If "*interdepartmental*" please define:			

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
AMD#1: May 31, 2018	Amended Scope and Payment Terms

Method of Original Award: *(if applicable)*	Request For Proposal (RFP)
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	The maximum liability of $28,020,184.20 was determined by both the cost per unit as submitted in the RFP Cost proposal and the anticipated volume of each function.
*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 was a competitively procured contract and Maximus had the highest combined Technical and Cost Score.
*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 at this time.

Supplemental Documentation Required for Fiscal Review Committee

*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.	TennCare 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

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00451	50122		01

Contractor Legal Entity Name	Edison Vendor ID
MAXIMUS Health Services, Inc. dba Ascend Management Innovations	0000191173

Amendment Purpose & Effect(s)
Amends Scope and Payment Terms

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** May 31, 2019

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	$2,335,015.35	$7,005,046.05			$9,340,061.40
2018	$2,335,015.35	$7,005,046.05			$9,340,061.40
2019	$2,335,015.35	$7,005,046.05			$9,340,061.40
TOTAL:	**$7,005,046.05**	**$21,015,138.15**			**$28,020,184.20**

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

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

CPO USE

Speed Chart (optional)
Program ID 546047 PASRR Pre-Admission
Program ID 546057 PASRR Resident Review

Account Code (optional)

MAXIMUS Health Services, Inc. dba Ascend Management Innovations
Edison Contract ID: 50122
Vendor #: 0000191173

CONTRACT EXPENDITURES BY FISCAL YEAR
(Payment Detail Attached)

FY2017	$4,734,307.82	
FY2018	$4,300,877.40	
FY2019	$2,856,270.97	(Expenditures through January, 2019)
TOTAL	$11,891,456.19	

*Liquidated Damages Listed on Page 21.

MAXIMUS/Ascend
Edison Contract ID: 50122
Vendor ID: 0000191173

FY 2017 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2017	31865	01419447	TNPASRR 0916	11/15/2016	$483,495.36
2017	31865	01432871	TNPASRR 1016	12/5/2016	$483,118.88
2017	31865	01436956	073116	12/13/2016	$63,417.16
2017	31865	01444253	093016	1/3/2017	$69,669.27
2017	31865	01444258	103116	1/3/2017	$92,049.42
2017	31865	01444252	083116	1/3/2017	$92,918.54
2017	31865	01444207	TNPASRR 1116	1/3/2017	$477,414.52
2017	31865	01448098	113016	1/9/2017	$77,072.85
2017	31865	01458298	123116	1/24/2017	$93,313.83
2017	31865	01500305	013117	4/3/2017	$62,934.73
2017	31865	01500302	TNPASRR0117	4/3/2017	$328,089.61
2017	31865	01500304	TNPASRR1216	4/3/2017	$376,896.99
2017	31865	01500331	022817	4/5/2017	$85,154.07
2017	31865	01524201	033117	5/16/2017	$94,426.03
2017	31865	01531543	TNPASRR0217	5/25/2017	$341,946.80
2017	31865	01531606	TNPASRR0317	5/31/2017	$365,863.13
2017	31865	01535848	TNPASRR0417	6/7/2017	$323,873.17
2017	31865	01543164	043017	6/19/2017	$92,501.18
2017	31865	01550870	TNPASRR0517	7/7/2017	$291,507.04
2017	31865	01558295	053117	7/14/2017	$92,001.55
2017	31865	01561664	TNPASRR0617	7/21/2017	$263,214.39
2017	31865	01576445	063017	8/18/2017	$83,429.30

Total FY 2017: **$4,734,307.82**

MAXIMUS/Ascend
Edison Contract ID: 50122
Vendor ID: 0000191173

FY 2018 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2018	31865	01580214	TNPASRR0717	8/28/2017	$270,176.13
2018	31865	01587693	073117	9/12/2017	$85,201.94
2018	31865	01594503	TNPASRR0817	9/27/2017	$305,094.54
2018	31865	01601727	083117	10/11/2017	$87,756.56
2018	31865	01612079	TNPASRR0917	10/30/2017	$260,984.98
2018	31865	01615866	093017	11/6/2017	$89,907.29
2018	31865	01626818	TNPASRR1017	11/29/2017	$274,260.82
2018	31865	01629708	103117	12/5/2017	$86,001.12
2018	31865	01640384	TNPASRR1117	1/2/2018	$268,291.38
2018	31865	01647266	113017	1/8/2018	$80,465.92
2018	31865	01657566	TNPASRR1217	1/29/2018	$245,243.42
2018	31865	01665404	123117	2/13/2018	$78,354.46
2018	31865	01673201	TNPASRR0118	2/23/2018	$299,311.22
2018	31865	01677241	013118	3/5/2018	$79,023.50
2018	31865	01684552	022818	3/19/2018	$78,628.21
2018	31865	01688641	TNPASRR0218	3/23/2018	$262,016.65
2018	31865	01699739	TNPASRR0318	4/18/2018	$322,366.89
2018	31865	01706794	033118	5/2/2018	$77,719.82
2018	31865	01717166	TNPASRR0418	5/17/2018	$277,275.79
2018	31865	01727657	043018	6/12/2018	$62,122.08
2018	31865	01733955	TNPASRR0518	6/22/2018	$280,795.12
2018	31865	01737571	053118	7/5/2018	$62,660.98
2018	31865	01747453	TNPASRR0618	7/23/2018	$270,620.32
2018	31865	01747455	063018	7/25/2018	$56,717.02
2018	31865	01767155	063018 APP	9/6/2018	$39,881.24

Total FY 2018: **$4,300,877.40**

MAXIMUS/Ascend
Edison Contract ID: 50122
Vendor ID: 0000191173

FY 2019 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2019	31865	01763690	TNPASRR0718	8/23/2018	$273,840.75
2019	31865	01763886	073118	8/28/2018	$83,711.65
2019	31865	01767154	073118 APP	9/6/2018	$48,162.75
2019	31865	01776868	TNPASRR0818	9/20/2018	$310,037.83
2019	31865	01776916	083118	9/28/2018	$95,755.51
2019	31865	01783549	083118 APP	10/5/2018	$50,990.95
2019	31865	01793139	093018 APP	10/30/2018	$44,695.32
2019	31865	01802979	TNPASRR0918	11/20/2018	$265,062.22
2019	31865	01812376	103118 APP	12/7/2018	$59,409.50
2019	31865	01812379	103118SIS	12/10/2018	$76,373.14
2019	31865	01812378	093018SIS	12/10/2018	$80,731.07
2019	31865	01815696	TNPASRR1018	12/10/2018	$327,093.34
2019	31865	01818566	113018SIS	12/27/2018	$54,105.93
2019	31865	01818564	TNPASRR1118	12/27/2018	$292,638.49
2019	31865	01815761	113018 APP	12/31/2018	$46,605.76
2019	31865	01830670	123118SIS	1/22/2019	$75,704.10
2019	31865	01830669	TNPASRR1218	1/22/2019	$283,840.80
2019	31865	01830755	123118 APP	1/31/2019	$42,055.46
2019	31865	01844633	013119SIS	2/19/2019	$67,487.87
2019	31865	01844645	TNPASRR0119	2/19/2019	$233,015.33
2019	31865	Pending	013119APP	Pending	$44,953.20

Total FY 2019: **$2,856,270.97**

Item Id	Title	MCC Name	OCCP Sanction Reason For Assessment	Total amount of Assessment	OCCP Sanction Recoup Date
SAN_009740	LTSS Liquidated Damage - PASRR Service Requirement Deficiency	Ascend Management Innovations	Failure to timely report Level II Evaluations and Summary of Findings Report within five (5) business days pursuant to Section A.5(m). $500 per each business day that timeline is not met pursuant to Section E.10 and Attachment B.	$ 500.00	10/5/2018
SAN_009741	LTSS Liquidated Damage - PASRR Service Requirement Deficiency	Ascend Management Innovations	Failure to timely report Level II Evaluations and Summary of Findings Report within five (5) business days pursuant to Section A.5(m). $500 per each business day that timeline is not met pursuant to Section E.10 and Attachment B.	$ 500.00	10/5/2018
SAN_009742	LTSS Liquidated Damage - PASRR Service Requirement Deficiency	Ascend Management Innovations	Failure to timely report Level II Evaluations and Summary of Findings Report within five (5) business days pursuant to Section A.5(m). $500 per each business day that timeline is not met pursuant to Section E.10 and Attachment B.	$ 500.00	10/5/2018
SAN_009743	LTSS Liquidated Damage - PASRR Service Requirement Deficiency	Ascend Management Innovations	Failure to timely report Level II Evaluations and Summary of Findings Report within five (5) business days pursuant to Section A.5(m). $500 per each business day that timeline is not met pursuant to Section E.10 and Attachment B.	$ 500.00	10/5/2018
SAN_009744	LTSS Liquidated Damage - PASRR Service Requirement Deficiency	Ascend Management Innovations	Failure to timely report Level II Evaluations and Summary of Findings Report within five (5) business days pursuant to Section A.5(m). $500 per each business day that timeline is not met pursuant to Section E.10 and Attachment B.	$ 1,000.00	10/5/2018
SAN_009745	LTSS Liquidated Damage - PASRR Service Requirement Deficiency	Ascend Management Innovations	Failure to timely report Level II Evaluations and Summary of Findings Report within five (5) business days pursuant to Section A.5(m). $500 per each business day that timeline is not met pursuant to Section E.10 and Attachment B.	$ 500.00	10/5/2018

SAN_009767	LTSS Liquidated Damage - PASRR Service Requirement Deficiency	Ascend Management Innovations	Failure to timely report Level II Evaluations and Summary of Findings Report within five (5) business days pursuant to Section A.5(m). $500 per each business day that timeline is not met	$ 500.00	11/20/2018
SAN_009768	LTSS Liquidated Damage - PASRR Service Requirement Deficiency	Ascend Management Innovations	Failure to timely report Level II Evaluations and Summary of Findings Report within five (5) business days pursuant to Section A.5(m). $500 per each business day that timeline is not met	$ 1,000.00	11/20/2018
SAN_009769	LTSS Liquidated Damage - PASRR Service Requirement Deficiency	Ascend Management Innovations	Failure to timely report Level II Evaluations and Summary of Findings Report within five (5) business days pursuant to Section A.5(m). $500 per each business day that timeline is not met	$ 500.00	11/20/2018