TN Division of TennCare

April 30, 2019

Mrs. Krista Lee Carsner, Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

RE: Amerigroup Tennessee Inc. – Amendment #10
Public Consulting Group Inc. – Amendment #2
Volunteer State Health Plan (TennCare Select) – Amendment #45
UnitedHealthcare Community Plan – Amendment #10
BlueCare Tennessee (Volunteer State Health Plan Inc.) – Amendment #10

Dear Mrs. Lee Carsner:

The Department of Finance and Administration, Division of TennCare, is submitting for consideration by the Fiscal Review Committee the following five (5) amendments and all required documentation and approvals.

1) **Amerigroup Tennessee Inc.:** This competitively procured contract is being amended to provide relative changes to the managed care program including:

- Strengthen language re: Outreach events/campaigns to focus on areas based on screening ratings and strategy meetings
- Turning 21 language updated to assure members are evaluated timely and appropriately /reported to TennCare – New LD
- MAT language added to clarify engagement requirements and clarify Access standards for OUD treatment
- Update PMH Benchmarks and require reporting of PMCH/THL Attribution Files for Care Coordination Tool
- Update electronic and Information technology accessibility requirements with current standards
- Revised Pay for Performance benchmarks
- Update OUD Access standards
- Addition of ECF CHOICES Groups 7 & 8 Service Initiation Requirements
- Addition of Medication Risk Assessment to PCSP Development Process
- Updated deadlines for member intake requirements
- Updated Electronic Visit Verification (EVV) System requirements (e.g. Worker Social Security Numbers, real-time monitoring and reporting of overlapping worker shifts)
- Added requirements and reconciled language about cost-effective alternatives and limited circumstances where higher rate of Consumer Direction Worker pay may be authorized (as previously referenced in the CD Flexibility Memo)
- Clarification regarding automobile insurance coverage requirements for ECF CHOICES transportation service providers
- Addition of reporting requirement related to HEDIS 2019 Technical Specifications for

LTSS Measures
- Alignment of the CHOICES Critical Incidents and ECF CHOICES Reportable Events requirements in accordance with Critical Incident and Reportable Event Protocols
- Extend Term of Contract
- Update with current Capitation Rates

2) **Public Consulting Group Inc.:** This competitively procured contract with Public Consulting Group, Inc. provides Strategic Program Management Office services to support TennCare's State Medicaid Modernization Program (MMP). This contract was procured pursuant to federal law and CMS requirements and includes its Information Technology (IT) systems relating to TennCare and CoverKids (Including the MMIS), and the TennCare and CoverKids eligibility determination processes. The Amendment will extend the end date of the contract to October 31, 2020 with one option to renew, which will put the contract duration at seventy two (72) months. Funds have been added in anticipation of the extra year. The cost section has also been adjusted to accommodate the cost of User Acceptance Testing (UAT) testing. From experience gained during the TEDS Implementation, the PCG team provided invaluable support for UAT. Resources were refocused on the TEDS Implementation to provide strategic program management office (SPMO) and UAT support. In order to complete the TEDS Implementation and subsequent post implementation support activities, the PCG contract is being extended for its last option year. One additional year is being requested to provide TennCare with an option to continue to provide critical UAT testing for other Medicaid Enterprise Systems if Tenncare so desires.

3) **TennCare Select (Volunteer State Health Plan):** This contract is being amended to provide relative changes to the program including:

- Strengthen language re: Outreach events/campaigns to focus on areas based on screening ratings and strategy meetings
- Turning 21 language updated to assure members are evaluated timely and appropriately /reported to TennCare – New LD
- MAT language added to clarify engagement requirements and clarify Access standards for OUD treatment
- Update PMH Benchmarks and require reporting of PMCH/THL Attribution Files for Care Coordination Tool
- Update electronic and Information technology accessibility requirements with current standards
- Revised Pay for Performance benchmarks
- Update OUD Access standards
- Extend Term of Contract
- Update with current Capitation Rates

4) **UnitedHealthcare Community Plan:** This competitively procured contract is being amended to provide relative changes to the managed care program including:

- Strengthen language re: Outreach events/campaigns to focus on areas based on screening ratings and strategy meetings
- Turning 21 language updated to assure members are evaluated timely and

appropriately /reported to TennCare – New LD
- MAT language added to clarify engagement requirements and clarify Access standards for OUD treatment
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- Added requirements and reconciled language about cost-effective alternatives and limited circumstances where higher rate of Consumer Direction Worker pay may be authorized (as previously referenced in the CD Flexibility Memo)
- Clarification regarding automobile insurance coverage requirements for ECF CHOICES transportation service providers
- Addition of reporting requirement related to HEDIS 2019 Technical Specifications for LTSS Measures
- Alignment of the CHOICES Critical Incidents and ECF CHOICES Reportable Events requirements in accordance with Critical Incident and Reportable Event Protocols
- Extend Term of Contract
- Update with current Capitation Rates

5) **Volunteer State Health Plan Inc. (BlueCare Tennessee):** This competitively procured contract is being amended to provide relative changes to the managed care program including:

- Strengthen language re: Outreach events/campaigns to focus on areas based on screening ratings and strategy meetings
- Turning 21 language updated to assure members are evaluated timely and appropriately /reported to TennCare – New LD
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- Addition of Medication Risk Assessment to PCSP Development Process
- Updated deadlines for member intake requirements
- Updated Electronic Visit Verification (EVV) System requirements (e.g. Worker Social

Security Numbers, real-time monitoring and reporting of overlapping worker shifts)

- Added requirements and reconciled language about cost-effective alternatives and limited circumstances where higher rate of Consumer Direction Worker pay may be authorized (as previously referenced in the CD Flexibility Memo)
- Clarification regarding automobile insurance coverage requirements for ECF CHOICES transportation service providers
- Addition of reporting requirement related to HEDIS 2019 Technical Specifications for LTSS Measures
- Alignment of the CHOICES Critical Incidents and ECF CHOICES Reportable Events requirements in accordance with Critical Incident and Reportable Event Protocols
- Extend Term of Contract
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Sincerely,

William Aaron
Chief Financial Officer

cc: Gabe Roberts, Deputy Commissioner

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 #	**31865-00372**
1. Procuring Agency	**Department of Finance and Administration Division of TennCare**
2. Contractor	**AMERIGROUP Tennessee, Inc.**
3. Edison contract ID #	**40180**
4. Proposed amendment #	**10**
5. Contract's Original Effective Date	**January 1, 2014**
6. Current end date	**December 31, 2019**
7. Proposed end date	**December 31, 2020**
8. Current Maximum Liability or Estimated Liability	**$ 9,815,423,650.00**
9. Proposed Maximum Liability or Estimated Liability	**$11,815,423,650.00**
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 is being amended to provide relative changes to the managed care program including:

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- Turning 21 language updated to assure members are evaluated timely and appropriately /reported to TennCare – New LD
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14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.

This contract for the provision of medical and behavioral health services to the TennCare population was competitively procured. These changes to scope are necessary to make updates to the contract based on contract program changes to existing language and to ensure compliance with CMS regulations.

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)

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00372	40180		10

Contractor Legal Entity Name	Edison Vendor ID
AMERIGROUP Tennessee, Inc.	0000011035

Amendment Purpose & Effect(s)

Updates Scope, Extended Date, Increased Maximum Liability – Statewide TennCare Managed Care

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** December 31, 2020

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$ 2,000,000,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	$0.00	$0.00			$0.00
2015	$324,807,988.00	$602,949,762.00			$927,757,750.00
2016	$660,871,832.00	$1,226,794,068.00			$1,887,665,900.00
2017	$700,340,000.00	$1,299,660,000.00			$2,000,000,000.00
2018	$687,900,000.00	$1,312,100,000.00			$2,000,000,000.00
2019	$682,840,000.00	$1,317,160,000.00			$2,000,000,000.00
2020	$682,840,000.00	$1,317,160,000.00			$2,000,000,000.00
2021	$341,420,000.00	$658,580,000.00			$1,000,000,000.00
TOTAL:	$4,081,019,820.00	$7,734,403,830.00			$11,815,423,650.00.00

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 NUMBER 10
STATEWIDE CONTRACT
BETWEEN
THE STATE OF TENNESSEE,
d.b.a. TENNCARE
AND
AMERIGROUP TENNESSEE, INC.

EDISON RECORD ID: 40180

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 Contract by and between the State of Tennessee, Division of TennCare, hereinafter referred to as TENNCARE, and AMERIGROUP TENNESSEE, 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. Sections A.2.4.4.8, A.2.4.7.2.1, A.2.4.7.2.2.3, A.2.5.2.1, A.2.7.4.2.1, A.2.7.6.2.8 through A.2.7.6.2.8.2, A.2.17.4.6.29 and A.2.17.4.6.30 shall be deleted and replaced as follows and Section A.2.7.4.2.1.1.4 and A.2.7.4.2.1.1.5 shall be deleted in their entirety, including any references thereto. The deliverable "Annual Community Outreach Plan" shall be deleted and replaced with "Annual Outreach Plan" throughout the Contract.

2.4.4.8 Family Unit

If an individual is determined eligible for TennCare and has another family member already enrolled in an MCO, that individual shall be enrolled in the same MCO. This does not apply when the individual or family member is assigned to TennCare Select. If the newly enrolled family member opts to change MCOs during the 90-day change period (see Section A.2.4.7.2.1), all family members in the case will be transferred to the new MCO.

2.4.7.2.1 *90-Day Change Period*

After becoming eligible for TennCare and enrolling in the CONTRACTOR's MCO (whether the result of selection by the enrollee or assignment by TENNCARE), enrollees shall have one (1) opportunity, anytime during the ninety (90) day period immediately following the date of enrollment with the CONTRACTOR's MCO or the date TENNCARE sends the member notice of enrollment in an MCO, whichever is later, to request to change MCOs. Children eligible for TennCare as a result of being eligible for SSI may request to enroll in another MCO or remain with TennCare Select.

2.4.7.2.2.3 Enrollees who select a new MCO shall have one (1) opportunity anytime during the ninety (90) day period immediately following the specified enrollment effective date in the newly selected MCO to request to change MCOs.

2.5.2.1 The member selects another MCO during the ninety (90) day change period after enrollment with the CONTRACTOR's MCO and is enrolled in another MCO;

2.7.4.2.1 The Annual Outreach Plan shall be written in accordance with guidance prepared by TENNCARE. It shall include, but is not limited to: EPSDT screening goals, plans for outreach in counties/regions and/or subpopulations as directed in the Annual EPSDT Strategy Meeting, and plans for collaborations among partners and stakeholders. A Year-End Update of the Plan shall be due no later than sixty (60) days following the end of a Federal Fiscal Year in a format approved by TENNCARE. This Year-End Update must include an appraisal of the objectives in the Plan and an assessment of outreach conducted in the previous Federal Fiscal Year in a format approved by TENNCARE.

2.7.6.2.8 The CONTRACTOR shall provide member education, outreach, and screening events in community settings. Screening events shall be conducted in each of the Grand Regions, covered by this Contract in accordance with the following specifications (See Section A.2.7.4.2):

2.7.6.2.8.1 Beginning in Federal Fiscal Year 2020, screening events and/or campaigns shall be implemented statewide, with focus on those areas identified with low EPSDT screening rates, following guidance from the previous FFY data and the EPSDT Strategy Meeting.

2.7.6.2.8.2 The CONTRACTOR shall conduct screening events and/or campaigns through each region it serves to ensure all members have reasonable access to EPSDT outreach during a Federal Fiscal Year. Results of the CONTRACTOR's or STATE's CMS 416 report, as well as county demographics, shall be utilized in determining counties for targeted activities and in developing strategies for specific age groups. The CONTRACTOR shall develop outreach strategies for specific populations including members who have limited English proficiency, low literacy levels, behavioral health needs, special health care needs or who are pregnant.

2.17.4.6.29 Shall include notice that a new member may request to change MCOs at any time during the ninety (90) calendar day period immediately following their initial enrollment in an MCO, subject to the capacity of the selected MCO to accept additional members and any restrictions limiting enrollment levels established by TENNCARE. This notice shall include instructions on how to contact TENNCARE to request a change;

2.17.4.6.30 Shall include notice that the member may change MCOs at the next choice period as described in Section A.2.4.7.2.2 of this Contract and shall have a ninety (90) calendar day period immediately following the enrollment, as requested during said choice period, in a new MCO to request to change MCOs, subject to the capacity of the selected MCO to accept additional enrollees and any restrictions limiting enrollment levels established by TENNCARE. This notice shall include instructions on how to contact TENNCARE to request a change;

2. Section A.2.9.4.1.7 shall be amended by adding a new Sections A.2.9.4.1.7.5 and A.2.9.4.1.7.6 as follows:

2.9.4.1.7.5 At the sole discretion of TENNCARE, an On Request Report (ORR) may be issued to the CONTRACTOR to obtain information for review by TENNCARE prior to the CONTRACTOR issuing an adverse benefit determination (ABD), reducing PDN and/or HH for any member age twenty-one (21) years old or older receiving PDN and/or HH services in excess of adult benefit limits and/or coverage criteria.

2.9.4.1.7.6 The ORR from TENNCARE may include requests for information and documentation, including but not limited to, transition planning discussions, nursing notes, home health aide notes, assessments, current plan of care, alternative plans of care, and information regarding missed shifts.

3. Section A.2.9.4.1 shall be amended by adding a new Section A.2.9.4.1.8 and adding a new Section A.2.30.6.25 as follows:

2.9.4.1.8 For all members eighteen (18) years of age or older who are receiving HH or PDN services in excess of adult benefit limits and/or coverage criteria, as applicable, in compliance with an Administrative Law Judge's order or provided as a cost-effective alternative, the CONTRACTOR shall perform the following requirements:

2.9.4.1.8.1 Identify the applicable member.

2.9.4.1.8.2 Fulfill the requirements in Contract Section A.2.9.4.1 for these members.

2.9.4.1.8.3 Six (6) months after the order or the determination of the cost-effective alternative and every six (6) months thereafter, complete internal re-assessment of skilled and unskilled hands-on care needs that includes input from the 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, this re-assessment shall address clinical respiratory evaluation for all members that are ventilator dependent or have a tracheostomy or other complex respiratory care needs.

2.9.4.1.8.4 The CONTRACTOR's Medical Director (or equivalent) shall conduct peer-to-peer review with the member's PCP of the care plan, determine if the member's clinical status has changed, the appropriateness of the ALJ ordered services, and/or whether the service still qualifies as a cost-effective alternative. Depending on the CONTRACTOR's determination, the CONTRACTOR shall take the appropriate action.

2.9.4.1.8.5 Provide TENNCARE with a report twice a year in Quarter 2 and Quarter 4 demonstrating the above items required in section A.2.9.4.1.8 for each applicable member.

2.30.6.25 The CONTRACTOR shall submit to TENNCARE twice a year in Quarter 2 and Quarter 4 a Semi-Annual HH/PDN ALJ/CEA Report demonstrating the CONTRACTOR's compliance with requirements described in Section A.2.9.4.1.8.

4. Section A.2.9.6.2.3.13 shall be amended as follows:

2.9.6.2.3.13 The CONTRACTOR shall complete all intake processes in Section A.2.9.6.2 within thirty (30) calendar days, unless an exception is granted by TENNCARE in writing due to extenuating circumstances beyond the CONTRACTOR's control. If TENNCARE grants an exception, such exception will provide the CONTRACTOR an additional thirty (30) calendar days to complete an intake process for the applicant, totaling sixty (60) calendar days to complete the intake process. If TENNCARE grants the CONTRACTOR an exception and the CONTRACTOR does not complete the intake process within sixty (60) calendar days, the CONTRACTOR shall close the referral, notify TENNCARE, and document the reason(s) the intake process was not completed for that applicant, and shall maintain such documentation and provide the documentation to TENNCARE upon request.

5. Section A.2.9.6.2.5.3.2 shall be amended by adding new Sections A.2.9.6.2.5.3.2.1 and A.2.9.6.2.5.3.2.2 as follows:

2.9.6.2.5.3.2 For ECF CHOICES members, the CONTRACTOR shall determine if the member immediately needs any ECF CHOICES HCBS while the comprehensive PCSP is developed. Immediately needed ECF CHOICES HCBS may include (but are not limited to) services that a person needs in order to facilitate timely discharge from an inpatient setting or to prevent inappropriate placement in an inpatient or other restrictive setting, to prevent imminent placement outside the person's current living arrangement, to address severe co-occurring behavioral health and/or psychiatric conditions that place the person or others at significant risk of harm, or consistent with the program's primary goals, to prevent imminent loss of competitive integrated employment or an offer of such employment. Intensive Behavioral Family-Centered Treatment, Stabilization and Supports (IBFCTSS) and Intensive Behavioral Community Transition and Stabilization Services shall be considered "immediately needed" services. The CONTRACTOR may utilize other covered benefits or cost-effective alternative services as needed to address immediate needs while ECF CHOICES services are put into place, or provide incentives to providers with prior approval from TENNCARE to provide such immediately needed services and to put in place sustainable strategies to enable the provider to do so on ongoing basis. The CONTRACTOR shall document immediately needed ECF CHOICES HCBS or other covered benefits or cost-effective alternative services to address immediate needs in the PCSP and shall authorize and initiate any immediately needed ECF CHOICES HCBS or other covered benefits or cost-effective alternative services to address immediate needs within ten (10) business days of receiving notice of a member's enrollment, or as expeditiously as needed to facilitate timely discharge, avoid inappropriate placement, or to avoid imminent loss of competitive integrated employment or an offer of such employment. In the case of immediately needed ECF CHOICES HCBS, initiation shall include the commencement of the actual provision of services (or other covered benefits or cost-effective alternative services). Any ECF CHOICES HCBS authorized and initiated while the member's comprehensive PCSP is developed shall continue automatically after the comprehensive PCSP is developed, unless a limited duration is specified in the member's PCSP and authorized accordingly. For ECF CHOICES members who were enrolled under one of the employment-related priority categories, the development of the person centered support plan process shall first

address, the goals and support/service needs specific to the employment-related priority category through which the member gained enrollment into the program.

2.9.6.2.5.3.2.1 For members enrolled in ECF CHOICES Group 7, service initiation shall include the initial face-to-face contact with the IBFCTSS provider, full engagement of the IBFCTSS clinical team, and other in-home supports sufficient to meet person's needs. In the event that qualified staff must be identified and trained (e.g., in order to meet individualized needs), the Supportive Home Care component of the IBFCTSS benefit shall be initiated as soon as possible, but no more than 60 days following effective date of enrollment in Group 7, so long as other covered benefits or cost-effective alternative services are provided in the home to ensure the person's needs are met. The CONTRACTOR shall submit a copy of the PCSP, identifying immediately needed services, and a revised PCSP, as assessments are completed and remaining service components are put into place. Other covered benefits or CEA services shall be billed separately, and not as the Supportive Home Care component of the IBFCTSS benefit, until such time that qualified staff begin providing the Supportive Home Care component of the IBFCTSS benefit.

2.9.6.2.5.3.2.2 For members enrolled in ECF CHOICES Group 8, service initiation shall include the initial face-to-face contact with the IBCTSS provider, engagement of the IBCTSS clinical team for purposes of assessment/planning, and alternative placement services (e.g., crisis respite, etc.) sufficient to meet person's needs (unless the person is not yet stable/ready for discharge). In the event that qualified staff must be identified and trained (e.g., in order to meet individualized needs), IBCTSS shall be initiated as soon as possible, but no more than 60 days following the effective date of enrollment in Group 8, so long as other alternative placement services are in place to facilitate immediate transition (unless the person is not yet stable/ready for discharge). The CONTRACTOR shall submit a copy of the PCSP, identifying immediately needed (alternative placement) services, and shall notify TennCare when IBCTSS services are initiated. Alternative placement services shall be billed separately, and not as the IBCTSS benefit, until such time that qualified staff are in place and the IBCTSS benefit is initiated.

6. Section A.2.9.6.3.10 shall be amended by amending Section A.2.9.6.3.10 and adding a new Section A.2.9.6.3.10.3 and as follows:

2.9.6.3.10 If, through the screening process described above, or upon other identification by the CONTRACTOR of a member who appears to be eligible for CHOICES for whom the CONTRACTOR opts not to use such screening process, within five business days, the Care Coordinator shall conduct a face-to-face intake visit with the member that includes a level of care assessment and a comprehensive assessment (see Section A.2.9.6.5) using tool(s) prior approved by TENNCARE and in accordance with the protocols specified by TENNCARE. For members seeking enrollment in ECF CHOICES, the CONTRACTOR shall complete the intake visit within five (5) business days, unless otherwise specified, of receiving the referral from TENNCARE via TENNCARE's electronic eligibility system except when the member requests a later date. The CONTRACTOR shall notify the member in advance of the intake visit documentation that the CONTRACTOR will need during the intake visit. TENNCARE may, at its discretion, modify these timelines in writing to the CONTRACTOR as necessary during program implementation and for efficient management of the referral process.

2.9.6.3.10.3 The CONTRACTOR shall complete all intake processes within thirty (30) calendar days, unless an exception is granted by TENNCARE in writing due to extenuating circumstances beyond the CONTRACTOR's control. If TENNCARE grants an exception, such exception shall provide the CONTRACTOR an additional thirty (30) calendar days to complete the intake process for the applicant, totaling sixty (60) calendar days to complete the intake process. If TENNCARE grants the CONTRACTOR an exception and the CONTRACTOR does not complete the intake process within sixty (60) calendar days, the CONTRACTOR shall close the referral, notify TENNCARE, and document the reason(s) the intake process was not completed for that applicant, and shall maintain such documentation and provide the documentation to TENNCARE upon request.

7. Section A.2.9.6.3.15 shall be amended by amending Section A.2.9.6.3.15 and adding a new Section A.2.9.6.3.15.2 and as follows:

2.9.6.3.15 When it is determined by TENNCARE that a potential applicant for ECF CHOICES meets prioritization criteria for enrollment into a category that is currently open for enrollment and for which a slot is available, or that the member meets criteria for an available reserve slot (which may require submission to the interagency review committee before such determination can be made), the CONTRACTOR shall proceed with enrollment. A face-to-face enrollment visit shall be completed within five (5) business days, unless otherwise specified by TENNCARE, of determination to proceed with enrollment of applicant into ECF CHOICES (unless a later date is requested by the applicant), or in circumstances described in A.2.9.6.3.14 where the CONTRACTOR has already completed actions as required as part of the enrollment process and obtained the required signatures during the face-to-face intake visit, in which case the CONTRCTOR may proceed with enrollment to inform the applicant that the CONTRACTOR will be completing and submitting the PAE on the applicant's behalf, and will explain that the applicant will receive the outcome of this submission from TENNCARE via mail.

2.9.6.3.15.2 The CONTRACTOR shall complete all enrollment processes within thirty (30) calendar days, unless an exception is granted by TENNCARE in writing due to extenuating circumstances beyond the CONTRACTOR's control. If TENNCARE grants an exception, such exception shall provide the CONTRACTOR an additional thirty (30) calendar days to complete the enrollment process for the applicant, totaling sixty (60) calendar days to complete the enrollment process. If TENNCARE grants the CONTRACTOR an exception and the CONTRACTOR does not complete the enrollment process within sixty (60) calendar days, the CONTRACTOR shall close the referral, notify TENNCARE, and document the reason(s) the enrollment process was not completed for that applicant, and shall maintain such documentation and provide the documentation to TENNCARE upon request.

8. Section A.2.9.6.3.26.2 shall be amended by adding new Sections A.2.9.6.3.26.2.1 and A.2.9.6.3.26.2 .2 as follows:

2.9.6.3.26.2 For ECF CHOICES members, the CONTRACTOR shall determine if the member immediately needs any ECF CHOICES HCBS while the comprehensive PCSP is

developed. Immediately needed ECF CHOICES HCBS may include but are not limited to services that a person needs in order to facilitate timely discharge from an inpatient setting or to prevent inappropriate placement in an inpatient or other restrictive setting, to prevent imminent placement outside the person's current living arrangement, to address severe co-occurring behavioral health and/or psychiatric conditions that place the person or others at significant risk of harm, or consistent with the program's primary goals, to prevent imminent loss of competitive integrated employment or an offer of such employment. Intensive Behavioral Family-Centered Treatment, Stabilization and Supports (IBFCTSS) and Intensive Behavioral Community Transition and Stabilization Services shall be considered "immediately needed" services. The CONTRACTOR may utilize other covered benefits or cost-effective alternative services as needed to address these immediate needs while ECF CHOICES services are put into place or provide incentives to providers with prior approval from TENNCARE to provide such immediately needed services and to put in place sustainable strategies to enable the provider to do so on ongoing basis. The CONTRACTOR shall document immediately needed ECF CHOICES HCBS or other covered benefits or cost-effective alternative services to address immediate needs in the PCSP and shall authorize and initiate any immediately needed ECF CHOICES HCBS or other covered benefits or cost-effective alternative services to address immediate needs within ten (10) business days of receiving notice of a member's enrollment or as expeditiously as needed to facilitate timely discharge or avoid inappropriate placement, or to avoid imminent loss of competitive integrated employment or an offer of such employment. In the case of immediately needed ECF CHOICES HCBS, initiation shall include the commencement of the actual provision of services (or other covered benefits or cost-effective alternative services). Any ECF CHOICES HCBS authorized and initiated while the member's comprehensive PCSP is developed shall continue automatically after the comprehensive PCSP is developed, unless a limited duration is specified in the member's PCSP and authorized accordingly. For ECF CHOICES members who were enrolled under one of the employment-related priority categories, the development of the person centered support plan process shall address first, the goals and support/service needs specific to the employment-related priority category through which the member gained enrollment into the program.

2.9.6.3.26.2.1 For members enrolled in ECF CHOICES Group 7, service initiation shall include the initial face-to-face contact with the IBFCTSS provider, full engagement of the IBFCTSS clinical team, and other in-home supports sufficient to meet person's needs. In the event that qualified staff must be identified and trained (e.g., in order to meet individualized needs), the Supportive Home Care component of the IBFCTSS benefit shall be initiated as soon as possible, but no more than 60 days following effective date of enrollment in Group 7, so long as other covered benefits or cost-effective alternative services are provided in the home to ensure the person's needs are met. The CONTRACTOR shall submit a copy of the PCSP, identifying immediately needed services, and a revised PCSP, as assessments are completed and remaining service components are put into place. Other covered benefits or CEA services shall be billed separately, and not as the Supportive Home Care component of the IBFCTSS benefit, until such time that qualified staff begin providing the Supportive Home Care component of the IBFCTSS benefit.

2.9.6.3.26.2.2 For members enrolled in ECF CHOICES Group 8, service initiation shall include the initial face-to-face contact with the IBCTSS provider, engagement of the IBCTSS clinical

team for purposes of assessment/planning, and alternative placement services (e.g., crisis respite, etc.) sufficient to meet person's needs (unless the person is not yet stable/ready for discharge). In the event that qualified staff must be identified and trained (e.g., in order to meet individualized needs), IBCTSS shall be initiated as soon as possible, but no more than 60 days following the effective date of enrollment in Group 8, so long as other alternative placement services are in place to facilitate immediate transition (unless the person is not yet stable/ready for discharge). The CONTRACTOR shall submit a copy of the PCSP, identifying immediately needed (alternative placement) services, and shall notify TennCare when IBCTSS services are initiated. Alternative placement services shall be billed separately, and not as the IBCTSS benefit, until such time that qualified staff are in place and the IBCTSS benefit is initiated.

9. Section A.2.9.6.3.30 shall be amended as follows:

2.9.6.3.30 The CONTRACTOR shall complete all intake processes in Section A.2.9.6.3 within thirty (30) calendar days, unless an exception is granted by TENNCARE in writing due to extenuating circumstances beyond the CONTRACTOR's control. If TENNCARE grants an exception, such exception will provide the CONTRACTOR an additional thirty (30) calendar days to complete an intake process for the applicant, totaling sixty (60) calendar days to complete the intake process. If TENNCARE grants the CONTRACTOR an exception and the CONTRACTOR does not complete the intake process within sixty (60) calendar days, the CONTRACTOR shall close the referral, notify TENNCARE, and document the reason(s) the intake process was not completed for that applicant, and shall maintain such documentation and provide the documentation to TENNCARE upon request.

10. Section A.2.9.6.6 shall be amended by adding a new section A.2.9.6.6.2.4.5.1 as follows:

2.9.6.6.2.4.5.1 All Care Coordinators and Support Coordinators shall, in consultation with interdisciplinary team experts, as needed (see 2.9.6.6.2.2), complete a Medication Risk Assessment, as prescribed or approved by TennCare, to assess the level of medication complexity and risk to the member due to medication errors. The Medication Risk Assessment shall include but is not limited to the total number of medications the member takes, complexity of medication regimens, frequent changes in medications (new, changed, or discontinued medications), prescribed "high-risk" medications (those having a high risk of causing patient harm and even death when used incorrectly, including but not limited to anti-coagulants, insulin, narcotics, inhalers (excluding albuterol), opiates, sedatives, and anti-arrhythmic), cognitive or physical limitations impacting self-administration of medications, and the availability of natural or paid supports to assist with medication administration (including set-up, reminders, etc.). For any member who scores in the high-risk category on this assessment, Care Coordinators and Support Coordinators shall, in consultation with interdisciplinary team experts, as needed: (1) identify in the PCSP appropriate strategies to support the member's administration of medication and minimize potential risk, which may include but are not limited to medication reconciliation, patient and family education or the use of assistive technology; and (2) review on an ongoing basis to assess the efficacy of these strategies in reducing medication risk and to identify additional supports, as needed.

11. Section A.2.9.6.12.9.6 shall be amended by amending Sections A.2.9.6.12.9.6.6 and A.2.9.6.12.9.6.7 as follows:

2.9.6.12.9.6.6 ECF CHOICES Group 7 members shall be factored into the weighted caseload and staffing ratio calculations utilizing an acuity level of five (5).

2.9.6.12.9.6.7 ECF CHOICES Group 8 members shall be factored into the weighted caseload and staffing ratio calculations utilizing an acuity level of five (5).

12. Section A.2.9.6.12.21.32 shall be removed in its entirety and remaining sections and references thereto renumbered accordingly.

13. Section A.2.9.6.13.5 shall be amended by adding a new Section A.2.9.6.13.5.5 as follows:

2.9.6.13.5.5 Worker Social Security Numbers are entered into the EVV system upon each worker's hire date.

14. Section A.2.9.6.13.6 shall be amended by adding new Sections A.2.9.6.13.6.3.1, A.2.9.6.13.6.25 and A.2.9.6.13.6.26, as follows:

2.9.6.13.6.3.1 This information shall include the workers SSN, so that the system can report in real time, or at minimum, within twenty-four (24) hours when a worker has clocked into multiple visits at the same time, even if the worker works for multiple agencies and the person supported is not within the same MCO.

2.9.6.13.6.25 The ability to store each worker's Social Security Number within the system;

2.9.6.13.6.26 The ability to share and transfer information with each MCO EVV system in real time, or at minimum, within twenty-four (24) hours. Such information shall include the worker's Social Security Number in order for the system to report in real time, or at minimum, within twenty-four (24) hours.

15. Section A.2.9.6.13 shall be amended by adding a new Section A.2.9.6.13.11 as follows and the remaining Sections shall be renumbered accordingly, including any references thereto.

2.9.6.13.11 The CONTRACTOR shall also monitor the EVV system to validate that any given worker is not clocked into multiple shifts at the same time, and shall have a process in place to address this with the provider(s) as needed, and to ensure that overlapping visits by the same worker are not paid.

16. Section A.2.9.7.1.1 shall be amended by amending Section A.2.9.7.1.1 and adding new Sections A.2.9.7.1.1.1, A.2.9.7.1.1.2, and A.2.9.7.1.1.3 as follows:

2.9.7.1.1 The CONTRACTOR shall offer consumer direction of eligible CHOICES HCBS and eligible ECF CHOICES HCBS to all CHOICES Group 2 and 3 and ECF CHOICES members who are determined by a Care Coordinator or Support Coordinator, as applicable, through the comprehensive assessment/reassessment process, to need (for CHOICES) attendant care, personal care, in-home respite, companion care services and

(for ECF CHOICES) personal assistance, including supportive home care, respite, and community transportation and/or any other service specified in TennCare rules and regulations as available for consumer direction. (Companion care is only available for persons in Group 2 electing consumer direction of eligible CHOICES HCBS.) A service that is not specified in TennCare rules and regulations as available for consumer direction or that is not a CHOICES or ECF CHOICES HCBS shall not be consumer directed. Consumer direction in CHOICES or ECF CHOICES affords members the opportunity to have choice and control over how eligible CHOICES HCBS and eligible ECF CHOICES HCBS are provided, who provides the services and how much workers are paid for providing care, up to a specified maximum amount established by TENNCARE (see Section A.2.9.7.6.11). Members in ECF CHOICES shall have modified budget authority. Once a budget has been established based on the member's needs and the units of service necessary to meet the member's needs, the budget for personal assistance or supportive home care services and a separate budget for community transportation services shall be allocated on a monthly basis and the budget for respite services shall be allocated on an annual basis. For persons electing to receive the hourly respite benefit (up to two hundred sixteen (216) hours per year), the annual respite budget will be a dollar amount. For persons electing to receive the daily respite benefit (up to thirty (30) days per year), the respite budget will be thirty (30) dates of service. For purposes of this Section, a date of service means a distinct, calendar day in which a person receives respite, regardless of the amount of respite that person receives on that day. The member may direct each service budget available through Consumer Direction so long as the applicable budget is not exceeded. For hourly services, this may include purchasing more units of a particular service than was used by the CONTRACTOR to establish the budget for that service (i.e., based on the wages set by the member for their worker(s)). Such services shall be a cost-effective alternative to services that would otherwise be provided by an agency. For members in Group 6, the CONTRACTOR may elect, as part of determining the budget, to include units of personal assistance services in excess of the monthly benefit limit as a cost-effective alternative service; however, once established, the monthly budget for personal assistance shall not be exceeded. Member participation in consumer direction of eligible CHOICES HCBS or eligible ECF CHOICES HCBS is voluntary. Members may elect to participate in or withdraw from consumer direction of eligible CHOICES HCBS or eligible ECF CHOICES HCBS at any time, service by service, without affecting their enrollment in CHOICES or ECF CHOICES. To the extent possible, the member shall provide his/her Care Coordinator or Support Coordinator ten (10) days advance notice regarding his/her intent to no longer direct one or more eligible CHOICES HCBS or eligible ECF CHOICES HCBS or to withdraw from participation in consumer direction of eligible CHOICES HCBS or eligible ECF CHOICES HCBS entirely. The CONTRACTOR shall respond to the member's request in keeping with the timeframes and processes set forth in this Section, in order to facilitate a seamless transition to appropriate service delivery. TENNCARE may establish reasonable limitations on the frequency with which members may opt into and out of consumer direction of eligible CHOICES HCBS or eligible ECF CHOICES HCBS. In limited circumstances, as prescribed by TennCare rules, policy, and guidance, the CONTRACTOR may authorize, as a cost-effective alternative, a higher rate of payment to workers for services provided through Consumer Direction. These are instances in which a member requires the performance of frequent intermittent or continuous skilled nursing tasks that will be self-directed to the worker or otherwise performed within the scope of the worker's professional license, or where the member's behavior support needs necessitate the hiring

of staff with professional licensure, advanced education and training, qualifications, and/or expertise. Limited circumstances in which the CONTRACTOR may authorize a higher level of as a cost-effective alternative include only those which meet all of the following criteria:

2.9.7.1.1.1 The frequency or complexity of the person's skilled nursing needs or the complexity and intensity of the member's behavior support needs necessitate the hiring of staff with professional licensure, advanced education and training, qualifications and/or expertise (e.g. a licensed nurse);

2.9.7.1.1.2 Absent the rate of a higher rate of reimbursement in order to employ workers with such advanced training, qualifications, and/or expertise, the person's needs cannot be safely met in the community, resulting in institutional placement; and

2.9.7.1.1.3 A higher rate of reimbursement can be paid for consumer directed service, while ensuring the total cost of the HCBS (including HH and PDN, as applicable), does not exceed the member's Cost Neutrality Cap in CHOICES or Expenditure Cap in ECF CHOICES.

17. Section A.2.11.4 shall be amended as follows:

A.2.11.4 **Medication Assisted Treatment (MAT) Network**

2.11.4.1 The CONTRACTOR shall establish a provider network for Medication Assisted Treatment (MAT) for members with opioid use disorder (OUD). The CONTRACTOR shall engage all contracted MAT providers, at the individual NPI level, as described below.

2.11.4.1.1 For the first two (2) calendar years of a provider's participation in the MAT network, the CONTRACTOR shall provide at minimum three (3) engagements as described below with the contracted MAT provider. These three (3) engagements shall include, at a minimum, the in-person check in, the in-person audit meeting, and the virtual education session as described below.

2.11.4.1.1.1 The CONTRACTOR shall conduct at minimum one (1) in-person check-in, at individual NPI-level, with each contracted MAT provider per calendar year. The CONTRACTOR must have the appropriate representative present to discuss the following with the provider in-person:

2.11.4.1.1.1.1 Billing or processing questions;

2.11.4.1.1.1.2 Provide education (programmatic and clinical);

2.11.4.1.1.1.3 Quality metrics;

2.11.4.1.1.1.4 Program description and opportunities for additional supports.

2.11.4.1.1.2 The CONTRACTOR shall conduct one (1) in-person audit meeting, at individual NPI-level, per calendar year for each contracted MAT provider. The CONTRACTOR shall use the audit tool template as prescribed by TENNCARE to ensure that the providers are

accurately and consistently implementing the program description and providing high-quality care. The CONTRACTOR shall review a minimum of ten (10) member charts per provider. If the provider has less than ten (10) members, the CONTRACTOR shall review all members treated with buprenorphine Medication Assisted Treatment (MAT) by that provider.

2.11.4.1.1.2.1 The CONTRACTOR may collaborate with the other TennCare MCOs to allow a provider to only be audited by one CONTRACTOR during a calendar year. If the CONTRACTOR decides to partner with another MCO, this shall fulfill the requirements for the CONTRACTOR.

2.11.4.1.1.3 The CONTRACTOR shall conduct at minimum one (1) virtual education session for all contracted MAT providers per calendar year. The virtual education session shall be for MAT providers and staff to receive additional training, education, or necessary general updates to the MAT network requirements. The CONTRACTOR shall share all topics for the virtual education sessions with TENNCARE, at least ninety (90) days in advance of the meeting and shall receive approval by TENNCARE prior to using the virtual education session.

2.11.4.1.1.3.1 The CONTRACTOR may collaborate with other TennCare MCOs to provide a single virtual education session for providers. If the CONTRACTOR decides to partner with another MCO, this shall fulfill the requirements for the CONTRACTOR.

2.11.4.1.1.3.2 The CONTRACTOR shall record the virtual education session and make the recording available to contracted MAT providers for future viewings.

2.11.4.1.2 After two (2) calendar years of a provider participating in the MAT network, the CONTRACTOR shall provide at minimum two (2) engagements with the contracted MAT provider.

2.11.4.1.2.1 Each CONTRACTOR shall conduct one (1) in-person meeting, at individual NPI-level, per contracted MAT provider per calendar year to function as a check-in and audit.

2.11.4.1.2.2 The CONTRACTOR shall conduct one (1) virtual education session per calendar year for all contracted MAT providers.

2.11.4.1.2.2.1 The CONTRACTOR may collaborate with other TennCare MCOs to provide a single virtual education session for providers. If the CONTRACTOR decides to partner with another MCO, this shall fulfill the requirements for the CONTRACTOR.

2.11.4.1.2.2.2 The CONTRACTOR shall record the virtual education session and make the recording available to contracted MAT providers for future viewings.

2.11.4.1.3 The CONTRACTOR shall distribute quarterly MAT Network Quality Metrics Reports to all contracted MAT providers on an NPI-level as described by TENNCARE. Reports shall be distributed in a format described by TENNCARE no later than ninety (90) calendar days following the end of each calendar year quarter unless otherwise described by TENNCARE.

18. Section A.2.11.7.6 shall be amended as follows:

2.11.7.6 The CONTRACTOR shall assist in developing an adequate qualified workforce for covered long-term services and supports. The CONTRACTOR shall actively participate with TENNCARE, other TennCare managed care contractors, and other stakeholders as part of a statewide initiative to develop and implement strategies to increase the pool of available qualified direct support staff and to improve retention of qualified direct support staff. The strategies may include, for example, establishing partnerships with local colleges and technical training schools to develop and implement training and/or certification programs for direct support staff;; providing incentives for providers who employ specially trained and/or certified staff and who assign staff based on member needs and preferences; and systems to encourage direct support staff to engage as an active participant in the care/support coordination team.

19. Sections A.2.12.9.14, A.2.21.7.2, A.2.21.11.2.1, and A.2.25.6.1 shall be amended as follows:

2.12.9.14 Require that an adequate record system be maintained and that all records be maintained for ten (10) years from the termination of the provider agreement or retained until all evaluations, audits, reviews or investigations or prosecutions are completed for recording enrollee services, servicing providers, charges, dates and all other commonly accepted information elements for services rendered to enrollees pursuant to the provider agreement (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under the provider agreement and administrative, civil or criminal investigations and prosecutions);

2.21.7.2 Specific accounting records and procedures are subject to TENNCARE and federal approval. Accounting procedures, policies, and records shall be completely open to state and federal personnel at any time during the Contract period and for ten (10) years thereafter unless otherwise specified elsewhere in this Contract.

2.21.11.2.1 The auditor agrees to retain working papers for no less than ten (10) years and that all audit working papers shall, upon request, be made available for review by the Comptroller of the Treasury, the Comptroller's representatives, agents, and legal counsel, or the TennCare Division of the Tennessee Department of Commerce and Insurance, during normal working hours while the audit is in progress and/or subsequent to the completion of the report. Nothing in this Section shall be construed to modify or change the obligations of the CONTRACTOR contained in Section A.2.23.2 (Data and Document Management Requirements), A.2.23.3 (System and Data Integration Requirements), or A.2.23.6 (Security and Access Management Requirements) of this Contract.

2.25.6.1 The CONTRACTOR and its providers, subcontractors and other entities receiving monies originating by or through TennCare shall maintain books, records, documents, and other evidence pertaining to services rendered, equipment, staff, financial records, medical records, and the administrative costs and expenses incurred pursuant to this Contract as well as medical information relating to the individual enrollees as required for the purposes of audit, or administrative, civil and/or criminal investigations and/or prosecution or for the purposes

of complying with the requirements set forth in Section A.2.20 of this Contract. Records other than medical records may be kept in an original paper state or preserved on micromedia or electronic format. Medical records shall be maintained in their original form or may be converted to electronic format as long as the records are readable and/or legible. These records, books, documents, etc., shall be available for any authorized federal, state, including, but not limited to TENNCARE, OIG, TBI MFCU, DOJ and the DHHS OIG, and Office of the Comptroller of the Treasury personnel during the Contract period and ten (10) years thereafter, unless an audit, administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are yet unresolved in which case records shall be kept until all tasks or proceedings are completed. During the Contract period, these records shall be available at the CONTRACTOR's chosen location in Tennessee subject to the written approval of TENNCARE. If the records need to be sent to TENNCARE, the CONTRACTOR shall bear the expense of delivery. Prior approval of the disposition of CONTRACTOR, subcontractor or provider records must be requested and approved by TENNCARE in writing. Nothing in this Section shall be construed to modify or change the obligations of the CONTRACTOR contained in Section A.2.23.2 (Data and Document Management Requirements), A.2.23.3 (System and Data Integration Requirements), or A.2.23.6 (Security and Access Management Requirements) of this Contract.

20. Section A.2.12.14.13.3 shall be amended as follows:

2.12.14.13.3 Automobile Coverage (including owned, leased, hired, and non-owned vehicles coverage) with a bodily injury/property damage combined single limits not less than one million, five hundred thousand dollars ($1,500,000.00). Employment and Community First CHOICES providers requiring this coverage are limited to those expected to transport the member as a component of service delivery, as follows: individual and small group employment supports (including pre-employment services), personal assistance, supportive home care, community integration support services, community transportation, independent living skills training, community living supports, and community living supports—family model.

21. Section A.2.13.1.9 shall be deleted and replaced and Section A.2.30.4 shall be amended by adding a new Section A.2.30.4.10 as follows:

2.13.1.9 The CONTRACTOR shall implement Episodes of Care (retrospective episode based reimbursement for specialty and acute care) and Primary Care Transformation strategies, inclusive of PCMH (comprehensive primary care program) and Tennessee Health Link (integrated care coordination for members with the highest behavior health needs), consistent with Tennessee's multi-payer payment reform initiative in a manner and on a timeline approved by TENNCARE. This includes but is not limited to:

2.13.1.9.1 Using a retrospective process to administer value-based outcome payments for the initiative's payment reform strategies that is aligned with the models designed by TENNCARE.

2.13.1.9.2 Implementing key design choices as directed by TENNCARE, including the definition of each episode, and the definition of quality measures for the initiative's payment reform strategies.

2.13.1.9.3 Implementation of payment reform strategies and improvements at a pace dictated by the State. This includes actively participating in episodes-related stakeholder conversations.

2.13.1.9.4 Implementation of aligned TennCare PCMH strategy shall include at least thirty-seven percent (37%) of the CONTRACTOR's TennCare population beginning January 1, 2019 and at least thirty-seven percent (37%) of the population beginning January 1, 2020.

2.13.1.9.4.1 In order for TENNCARE to monitor the CONTRACTOR's compliance, the CONTRACTOR shall track and report PCMH participation and membership in accordance with the following:

2.13.1.9.4.1.1 The CONTRACTOR shall submit PCMH projected membership counts for members attributed to groups that are anticipated to sign and/or renew TennCare PCMH contracts for the following year with the CONTRACTOR.

2.13.1.9.4.1.2 The CONTRACTOR shall submit PCMH actual membership counts for members attributed to groups that are participating in PCMH.

2.13.1.9.4.1.3 PCMH membership counts shall be submitted in accordance with Sections A.2.30.4.8.1 and A.2.30.4.8.2.

2.13.1.9.4.1.4 The Contractor shall notify the State within thirty (30) days of terminating participation with a PCMH provider.

2.13.1.9.4.1.5 PCMH *projected* membership counts shall be calculated using the following formulas:

Target Due Date	Formula
July 31	CONTRACTOR's total TennCare PCMH membership as of June 30 from *anticipated* PCMH TINs as of the June enrollment report
December 31	CONTRACTOR's total TennCare PCMH membership as of November 30 from *anticipated* PCMH TINs for January 1 of following year / CONTRACTOR's total TennCare members as of the November enrollment report

2.13.1.9.4.1.6 PCMH *actual* membership counts shall be calculated using the following formula:

Target Due Dates	Formula
February 28 May 31 August 31 November 30	CONTRACTOR's total TennCare PCMH membership as of January 31, April 30, July 31, and October 31 from *actual* PCMH TINs/ CONTRACTOR's total TennCare members as of the same month's enrollment report

2.13.1.9.4.1.7 TENNCARE will monitor the CONTRACTOR's progress in accordance with the following timeline:

Target Due Date	Benchmark
May 31, 2019	TENNCARE will verify that the CONTRACTOR is meeting the PCMH membership requirement for 2019
July 31, 2019	TENNCARE will verify that the CONTRACTOR is on track to meet the PCMH membership requirement for 2020
August 31, 2019	TENNCARE will verify that the CONTRACTOR is meeting the PCMH membership requirement for 2019
November 30, 2019	TENNCARE will verify that the CONTRACTOR is meeting the PCMH membership requirement for 2019
December 31, 2019	TENNCARE will verify that the CONTRACTOR is on track to meet the PCMH membership requirement for 2020
February 28, 2020	TENNCARE will verify that the CONTRACTOR is meeting the PCMH membership requirement for 2020

2.13.1.9.4.1.8 If the CONTRACTOR fails to meet and maintain the percentage benchmarks described herein, the CONTRACTOR shall provide a contingency plan to TENNCARE within five (5) business days of TENNCARE's quarterly calculation. This contingency plan will describe efforts to meet the thirty seven percent (37%) benchmark which shall be achieved within thirty (30) calendar days of reported deficiency. If the thirty seven percent (37%) benchmark is not reached by the thirtieth (30th) calendar day, the CONTRACTOR shall submit a corrective action plan (CAP) and shall be subject to liquidated damages.

2.13.1.9.5 Participate in a State-led process to design, launch and refine the initiative's payment reform strategies, including the seeking of clinical input from payer medical teams and clinical leaders throughout Tennessee for the development of new episodes.

2.13.1.9.6 The CONTRACTOR shall submit to TENNCARE, PCMH and THL attribution files for the Care Coordination Tool in accordance with TENNCARE policy and Section A.2.30.4.10.

2.13.1.9.7 The CONTRACTOR shall submit an annual *Provider Engagement Plan* and quarterly *Provider Engagement Tracker* 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 A.2.30.4.6.1 and A.2.30.4.6.2.

2.13.1.9.8 Delivering performance reports for the initiative's payment reform strategies with the same appearance and content as those designed by the State/Payer Coalition.

2.13.1.9.9 The CONTRACTOR shall update cost and quality thresholds annually for all episodes in performance. The updated cost and quality thresholds shall be included in the Episodes of Care Performance Reports.

2.13.1.9.10 The CONTRACTOR shall submit documents related to Payment Reform Initiatives (e.g., data analytics requests) to TENNCARE in a timely manner as requested by the state.

2.30.4.10 The CONTRACTOR shall submit to TENNCARE, PCMH and THL Attribution Files for the Care Coordination Tool in accordance with TENNCARE policy. The PCMH and THL attribution files shall be submitted on a weekly basis and due no later than Friday within the specified time frame indicated by TENNCARE. If a holiday falls on a Friday, the CONTRACTOR shall send the PCMH and THL attribution files no later than the next business day within the specified time frame indicated by the TENNCARE. If the CONTRACTOR anticipates not being able to send the files by the specified time frame for any week, the CONTRACTOR shall notify TENNCARE via email as soon as possible but no later than the specified time when the attribution files are due.

22. Section A.2.15.3 shall be deleted and replaced and Section A.2.30.12.1 shall be deleted and replaced by Sections A.2.30.12.1 and A.2.30.12.1.1 as follows:

A.2.15.3 **Performance Improvement Projects (PIPs)**

2.15.3.1 The CONTRACTOR shall perform at least two (2) clinical and three (3) non-clinical PIPs. Clinical PIPs include projects focusing on prevention and care of acute and chronic conditions, high-volume services, high-risk services, and continuity and coordination of care; non-clinical PIPs include projects focusing on availability, accessibility, and cultural competency of services, interpersonal aspects of care, and appeals, grievances, and other complaints.

2.15.3.1.1 The two (2) clinical PIPs shall include one (1) in the area of behavioral health that is relevant to one of the Population Health programs for bipolar disorder, major depression, or schizophrenia and one (1) in the area of either child health or perinatal (prenatal/postpartum) health. The CONTRACTOR shall clearly label each PIP as to the area addressed.

2.15.3.1.2 One (1) of the three (3) non-clinical PIPs shall be in the area of long-term services and supports. The CHOICES special study may not be used as a PIP. The CONTRACTOR shall use existing processes, methodologies, and protocols, including the CMS protocols. The CONTRACTOR shall clearly label the Long-term care PIP as such.

2.15.3.1.3 Based on the State's CMS-416 MCO report, if the CONTRACTOR has an overall rate below eighty percent (80%) the CONTRACTOR shall submit a PIP on EPSDT Screening and Community outreach plans in addition to the above required PIP's. The CONTRACTOR shall use existing processes, methodologies, and protocols, including the CMS protocols. . The CONTRACTOR shall clearly label the EPSDT PIP as such.

2.15.3.2 The CONTRACTOR shall ensure that CMS protocols for PIPs are followed and that all steps outlined in the CMS protocols for performance improvement projects are documented.

2.15.3.3 The CONTRACTOR shall identify benchmarks and set achievable performance goals for each of its PIPs. The CONTRACTOR shall identify and implement intervention and improvement strategies for achieving the performance goal set for each PIP and promoting sustained improvements.

2.15.3.4 The CONTRACTOR shall report on PIPs as required in Section A.2.30.12.1 and A.2.30.12.1.1, Reporting Requirements. For Performance Improvement Project topics that are conducted in more than one region of the State, the CONTRACTOR shall submit one Performance Improvement Project Summary Report that includes region-specific data and information, including *G. Activity VIIa -Include improvement strategies* as required by CMS.

2.15.3.5 After three (3) years, the CONTRACTOR shall, using evaluation criteria established by TENNCARE, determine if one or all of the non-long-term care PIPs should be continued. Prior to discontinuing a non-long-term care PIP, the CONTRACTOR shall identify a new PIP and along with a rationale, shall receive TENNCARE's approval to discontinue the previous PIP and perform the new PIP.

2.15.3.6 The CONTRACTOR shall submit preliminary PIP topics to TENNCARE for approval or denial by March 31 (end of quarter 1). The CONTRACTOR shall clearly categorize and label each PIP into the area that it addresses. In addition, the CONTRACTOR shall indicate the current measurement year (Baseline, Y1, Y2, Y3, Extension Y4, or Extension Y5) for each PIP. The CONTRACTOR shall also include the rationale for selection of each new PIP topic.

2.30.12.1 The CONTRACTOR shall submit a preliminary Performance Improvement Projects Topics report that includes information specified in Section A.15.3.6. The CONTRACTOR shall list and clearly categorize and label each PIP for the upcoming year into the area that it addresses. The CONTRACTOR shall indicate the current measurement year (Baseline, Y1, Y2, Y3, Extension Y4, or Extension Y5) for each PIP. The CONTRACTOR shall also include the rationale for selection of each new PIP topic. The CONTRACTOR shall submit the report annually on or before March 31.

2.30.12.1.1 The CONTRACTOR shall submit an annual Report on Performance Improvement Projects that includes the information specified in Section A.2.15.3. For Performance Improvement Project topics that are conducted in more than one region of the State, the CONTRACTOR shall submit one Performance Improvement Projects Summary Report that includes region-specific data and information, including improvement strategies. The CONTRACTOR shall submit the report annually on July 30.

23. Section A.2.15.6 shall be amended by adding a new Section A.2.15.6.3 as follows:

2.15.6.3 Annually, beginning in 2019, the CONTRACTOR shall report the HEDIS 2019 Technical Specifications for LTSS Measures, which shall include, at minimum, the following: (1) Long term Services and Supports Comprehensive Assessment and Update; (2) Long Term Services and Supports Comprehensive Care Plan and Update; (3) Long Term Services and Supports Shared Care Plan with Primary Care Provider; and (4) Long Term Services and Supports Re-Assessment/Care Plan Update After Inpatient Discharge. The CONTRACTOR is encouraged to participate in the NCQA learning collaborative opportunity in order to receive support in reporting the new HEDIS 2019 Technical Specifications for LTSS Measures.

24. Section A.2.15.7.1.3 shall be amended by amending Section A.2.15.7.1.3, deleting the remaining subsections of A.2.15.7.1.3 in their entirety, and replacing them as follows:

2.15.7.1.3 Critical Incidents, for the purposes of CHOICES, shall be stratified into two groups: Tier 1 and Tier 2. Critical incidents shall include the following incidents when they occur in a home and community-based long-term care service delivery setting (as defined in Section A.2.15.7.1.1. above).

2.15.7.1.3.1 Tier 1 Critical Incidents shall include the following:

2.15.7.1.3.1.1 Any incident involving allegations, suspicions or evidence of any form of abuse, neglect or exploitation including misappropriation of property. For purposes of this section, abuse, neglect, and exploitation shall be defined as in TCA 33-2-402 and implemented as specified in TennCare protocol. Sexual abuse includes sexual battery by an authority figure as defined in TCA 39-13-527;

2.15.7.1.3.1.2 All unexplained or unexpected deaths including suicide;

2.15.7.1.3.1.3 A suspicious injury where abuse or neglect is suspected or the nature of the injury does not coincide with explanation of how the injury was sustained;

2.15.7.1.3.1.4 Serious injury, including serious injury of an unknown cause. For purposes of this section, serious injury is an injury requiring medical treatment beyond first aid by a lay person, and includes but is not limited to fractures, dislocations, concussions, cuts or lacerations requiring sutures, staples or dermabond, torn ligaments (e.g. a severe sprain) or torn muscles or tendons (e.g. a severe strain) requiring surgical repair, second and third degree burns, and loss of consciousness;

2.15.7.1.3.1.5 Theft by provider personnel (employees or volunteers) of more than $1,000 (Class E felony);

2.15.7.1.3.1.6 A serious traffic violation with significant risk of harm (e.g., reckless, careless or imprudent driving, driving under the influence, speeding in excess of fifteen (15) miles per hour over the speed limit); and

2.15.7.1.3.1.7 Medication error which results in the need for face-to-face medical treatment based on injury or probable risk of serious harm, including physician services, emergency assistance, or transfer to an acute care facility for stabilization. Such errors include but are not limited to medication omission, administration of the wrong drug, administration of the wrong dose, administration of a drug to the wrong member, administration of a drug at the wrong time, administration of a drug at the wrong rate, the wrong preparation of a drug, and the wrong route of administration of a drug.

2.15.7.1.3.2 Tier 2 Critical Incidents shall include the following:

2.15.7.1.3.2.1 Allegations that provider personnel (e.g. employees, volunteers) engaged in disrespectful or inappropriate communication about a person [e.g., humiliation, harassment, threats of punishment or deprivation, intimidation or demeaning or derogatory communication (vocal, written, gestures)], or any other similar acts that do not meet the definition of

emotional of psychological abuse and which are directed to or within eyesight or audible range of the person supported;

2.15.7.1.3.2.2 Person whose whereabouts are unknown and could likely place him/her in a dangerous situation for self or others. This incident should be reported if the whereabouts of the person are unknown for sixty (60) minutes or more if the absence is unusual, unless a shorter time is specified in the person's PCSP or Behavior Support Plan (BSP), or the absence is a known risk as specified in the person's PCSP or BSP. Reporting that a person's whereabouts are unknown is in addition to, and not a substitute for or priority over, actively looking for the person and contacting law enforcement if necessary. Persons supported shall have the freedom to come and go without staff supervision except when such restrictions are necessary to ensure their health and safety or the safety of others, which must be documented in the PCSP;

2.15.7.1.3.2.3 Minor vehicle accidents resulting in an injury that does not require face-to-face medical treatment by someone other than a lay person;

2.15.7.1.3.2.4 Victim of fire;

2.15.7.1.3.2.5 Medication variance resulting in the need for observation but which does not require any face-to-face medical treatment (including treatment by provider's trained medical staff, physician services, emergency assistance or transfer to an acute inpatient facility for stabilization) because there is no injury or probable risk of serious harm. Such variances include but are not limited to, medication omission, wrong drug, wrong dose, wrong person, wrong time, wrong rate, wrong preparation, and wrong route of administration;

2.15.7.1.3.2.6 Unsafe environment (cleanliness/hazardous conditions not otherwise expected to normally exist in the environment);

2.15.7.1.3.2.7 Use of manual restraint, mechanical restraint and/or protective equipment that has been approved for use in the person's PCSP or BSP, but that has been used incorrectly or other than as intended. Events determined to be completely outside of an approved PCSP or BSP or intentionally inappropriate or intentionally in violation of guidelines specified in the person's PCSP or BSP shall be considered Tier 1 Critical Incidents, and as such, Tier 1 reporting requirements must be followed; and

2.15.7.1.3.2.8 The deliberate misplacement, exploitation, or wrongful, temporary or permanent use of belongings or money valued between $250 and $1,000, i.e. less than the threshold for misappropriation.

25. Section A.2.15.7.1.4 shall be deleted in its entirety and replaced as follows:

2.15.7.1.4 The CONTRACTOR shall require its staff and contract CHOICES HCBS providers and the FEA, as applicable, to report, respond to, and document Tier 1 and Tier 2 critical incidents as specified in this Contract and in TENNCARE protocol. This shall include, but not be limited to the following:

2.15.7.1.4.1 Requiring that the CONTRACTOR's staff and contract CHOICES HCBS providers report Tier 1 and Tier 2 critical incidents to the CONTRACTOR in accordance with applicable requirements.

2.15.7.1.4.2 HCBS providers report all Tier 1 Critical Incidents to the CONTRACTOR within four (4) hours of witnessing or discovering the Tier 1 Critical Incident. The CONTRACTOR shall require such providers to submit a written Critical Incident Form for Tier 1 Critical Incidents by close of business the next business day counting from the date of notification. The CONTRACTOR shall also require that such providers provide initial notification to the CONTRACTOR using the Critical Incident Form for all Tier 2 Critical Incidents by close of the next business day counting from the date of witnessing or discovering the Tier 2 Critical Incident.

2.15.7.1.4.3 Requiring that its staff and contract CHOICES HCBS providers immediately (which shall not exceed twenty-four hours) take steps to prevent further harm to any and all members and respond to any emergency needs of members. If the allegation concerns allegations, suspicions, or evidence of any form of abuse, neglect, or exploitation including misappropriation of property, relating to a CHOICES HCBS worker, the CONTRACTOR shall ensure that the provider either places the worker on administrative leave or in another position in which he or she does not have direct contact with, or supervisory responsibility for, a person supported until the provider’s investigation is complete. Providers may, pursuant to agency policies, choose to remove staff concerning other incidents at their discretion, pending completion of the investigation.

2.15.7.1.4.4 Requiring that contract CHOICES HCBS providers with a critical incident conduct an internal critical incident investigation and submit a report on the investigation within the timeframe specified by the CONTRACTOR. The timeframe for submitting the report shall be as soon as possible, may be based on the severity of the incident, and, except under extenuating circumstances, shall be no more than thirty (30) days after the date of the incident. The CONTRACTOR shall review the provider’s report and follow-up with the provider as necessary to ensure that an appropriate investigation was conducted and corrective actions were implemented within applicable timeframes.

2.15.7.1.4.5 The CONTRACTOR shall have thirty (30) calendar days from the anchor date to review the provider’s investigation report and make one of the following determinations which must be sent to the provider in writing: (1) Accept the report, (2) Submit the finding to the provider (e.g., sanctions or corrective action), or (3) Request additional information from the provider to make a determination. The CONTRACTOR may request one (1) seven (7) day extension from TENNCARE for completion of its review process only upon extenuating circumstance beyond the CONTRACTOR’s control, and such request for an extension must be made within thirty (30) calendar days from the anchor date.

2.15.7.1.4.5.1 If the CONTRACTOR determines that additional information from the provider is necessary to complete the CONTRACTOR’s review, the CONTRACTOR shall notify the provider in writing and shall have fourteen (14) calendar days from the date of such notification to complete a review of the provider’s investigation and determine whether to accept or make findings on the report and notify the provider.

2.15.7.1.4.5.2 The CONTRACTOR shall submit to TENNCARE, all Tier 1 final investigation reports within twenty (20) calendar days from the date in which the Provider submits the final report. This notification shall include any actions taken by the HCBS Provider and the CONTRACTOR.

2.15.7.1.4.6 Requiring that its staff and contract CHOICES HCBS providers cooperate with any investigation conducted by the CONTRACTOR or outside agencies (e.g., TENNCARE, APS, CPS, and law enforcement).

2.15.7.1.4.7 Defining the role and responsibilities of the fiscal employer agent (see definition in Section A.1) in reporting, any critical incidents, which shall include reporting incidents to the CONTRACTOR using the process developed in a accordance with Section A.2.15.7.1.4.1, and reporting to the CONTRACTOR within 24 hours in accordance with the abuse and neglect plan protocols anytime there is a suspicion of abuse or neglect (see Section A.2.9.7.8.5); training employees, contractors of the FEA (including supports brokers), and consumer-directed workers regarding reporting, and cooperating with the investigation of any critical incidents; and training consumers and caregivers regarding critical incident reporting and management. Such roles and responsibilities shall be defined in a manner that is consistent with requirements in this Section A.2.15.7.1.4 as well as TENNCARE's contract with the fiscal employer agent and the model contract between the CONTRACTOR and the FEA.

2.15.7.1.4.8 Reviewing any FEA reports regarding critical incidents and investigate, as appropriate to determine any necessary corrective actions needed by the member and/or his/her representative to help ensure the member's health and safety.

2.15.7.1.4.9 Providing appropriate training and taking corrective action as needed to ensure its staff, contract CHOICES HCBS providers, the FEA, and workers comply with critical incident requirements.

2.15.7.1.4.10 Conducting oversight, including but not limited to oversight of its staff, contract CHOICES HCBS providers, and the FEA, to ensure that the CONTRACTOR's policies and procedures are being followed and that necessary follow-up is being conducted in a timely manner.

26. Section A.2.15.7.1.5 shall be amended as follows:

2.15.7.1.5 In the manner required by TENNCARE, within one (1) business day of detection or notification, the CONTRACTOR must report to TENNCARE any Tier 1 Critical Incident, unexplained or unexpected death (including suicide), and any incident reported to APS. The timeframe for reporting to TENNCARE shall begin from the time of detection by a provider or upon receipt of information relative to the incident by CONTRACTOR staff, whichever is sooner.

27. Section A.2.15.7 shall be amended by adding a new Section A.2.15.7.1.6 and renumbering existing Section A.2.15.7.1.6 to A.2.15.7.1.7 as follows:

2.15.7.1.6 In the manner required by TENNCARE, within two (2) business days of detection of notification, the CONTRACTOR must report to TENNCARE any Tier 2 Critical

Incidents. The timeframe for reporting to TENNCARE shall begin from the time of detection by a provider or upon receipt of information relative to the incident by CONTRACTOR staff, whichever is sooner.

2.15.7.1.7 As specified in Section A.2.30.12.7, the CONTRACTOR shall submit quarterly reports to TENNCARE regarding CHOICES HCBS critical incidents.

28. Section A.2.15.7.6.3.1 shall be deleted in its entirety and replaced as follows:

2.15.7.6.3.1 Tier 1 Reportable Events shall include the following:

2.15.7.6.3.1.1 Any incident involving allegations, suspicions or evidence of any form of Abuse, Neglect or Exploitation including Misappropriation of Property.

2.15.7.6.3.1.1.1 For purposes of this section, abuse, neglect, and exploitation shall be defined as in TCA 33-2-402 and implemented as specified in TennCare protocol.

2.15.7.6.3.1.1.2 Sexual abuse includes sexual battery by an authority figure as defined in TCA 39-13-527;

2.15.7.6.3.1.2 All unexpected or unexplained deaths, including suicide;

2.15.7.6.3.1.3 A suspicious injury where abuse or neglect is suspected, or the nature of the injury does not coincide with explanation of how injury was sustained;

2.15.7.6.3.1.4 Serious injury, including serious injury of unknown cause;

2.15.7.6.3.1.4.1 For purposes of this section, serious injury is any injury requiring medical treatment beyond first aid by a lay person, and includes, but is not limited to: fractures, dislocations, concussions, cuts or lacerations requiring sutures, staples, or dermabond; torn ligaments (e.g., a severe sprain) or torn muscles or tendons (e.g., a severe strain) requiring surgical repair, second and third degree burns, and loss of consciousness.

2.15.7.6.3.1.5 Theft by provider personnel (employees or volunteers) of more than $1,000 (Class E felony);

2.15.7.6.3.1.6 A serious traffic violation with significant risk of harm (e.g., reckless, careless or imprudent driving; driving under the influence, speeding in excess of fifteen (15) miles per hour over the speed limit);

2.15.7.6.3.1.7 Medication error, which results in the need for face-to-face medical treatment based on injury or probable risk of serious harm, including physician services, emergency assistance, or transfer to an acute care facility for stabilization. Such errors shall include: (1) medication omission; (2) administering the wrong drug; (3) administering the wrong drug dosage; (4) administering the drug to the wrong person; (5) administering the drug at the wrong time; (6) administering the drug at the wrong rate; (7) administering the drug following improper or inadequate preparation; or (8) administering the drug via the incorrect route.

29. Section A.2.15.7.6.3.2 shall be deleted in its entirety and replaced as follows:

2.15.7.6.3.2 Tier 2 Reportable Events shall include the following:

2.15.7.6.3.2.1 Allegations that provider personnel (employees, volunteers) engaged in disrespectful or inappropriate communication about a person [e.g., humiliation, harassment, threats of punishment or deprivation, intimidation or demeaning or derogatory communication (vocal, written, gestures)], or any other similar acts that do not meet the definition of emotional or psychological abuse, and which are directed to or within eyesight or audible range of the person supported (the CONTRACTOR shall include such complaints in the CONTRACTOR's non-discrimination reporting pursuant to A.2.30.22.3.2.1).

2.15.7.6.3.2.2 Person whose whereabouts are unknown and could likely place him/her in a dangerous situation for self or others. This event is reportable if the whereabouts of the member are unknown for sixty (60) minutes or more if the absence is unusual, unless a shorter time is specified in the person's PCSP or Behavior Support Plan (BSP), or the absence is a known risk as specified in the person's PCSP or the BSP. Reporting that a member's whereabouts are unknown is in addition to, and not a substitute for or priority over, actively looking for the member and contacting law enforcement if necessary.

2.15.7.6.3.2.2.1 Person supported shall have the freedom to come and go without staff supervision, except when such restrictions are necessary to ensure their health and safety or the safety of others, which must be documented in the PCSP.

2.15.7.6.3.2.3 Minor vehicle accident resulting in an injury that does not require face-to-face medical treatment by someone other than a lay person.

2.15.7.6.3.2.4 Victim of fire.

2.15.7.6.3.2.5 Medication variance resulting in the need for observation, but which does not require any face-to-face medical treatment (including treatment by provider's trained medical staff, physician services, emergency assistance or transfer to an acute inpatient facility for stabilization) because there is no injury or probable risk of serious harm. Such variances shall include: (1) medication omission; (2) administering the wrong drug; (3) administering the wrong drug dosage; (4) administering the drug to the wrong person; (5) administering the drug at the wrong time; (6) administering the drug at the wrong rate; (7) administering the drug following improper or inadequate preparation; or (8) administering the drug via the incorrect route.

2.15.7.6.3.2.6 Unsafe environment (cleanliness/hazardous conditions not otherwise expected to normally exists in the environment).

2.15.7.6.3.2.7 The use of manual or mechanical restraint or protective equipment approved for use in the person's PCSP or BSP, but used incorrectly or in a manner other than intended. Reportable Events determined to be outside of an approved PCSP or BSP or intentionally inappropriate or in violation of guidelines specified in the person's PCSP or BSP shall be referred to DIDD as a Tier 1Reportable Event.

2.15.7.6.3.2.8 The deliberate misplacement, exploitation, or wrongful, temporary or permanent use of belongings or money valued between $250 and $1,000 (i.e., less than the threshold for misappropriation).

30. The term "provider handbook" shall be deleted and replaced by the term "provider manual" throughout the Contract and Section A.2.18.6.11 shall be amended as follows:

2.18.6.11 The CONTRACTOR shall submit all general correspondence intended for mass distribution that affects provider services, provider reimbursement, claims processing procedures, or documents that are referenced as a part of a CONTRACTOR's provider agreement template(s) (see Section A.2.12.2) to TDCI for review and approval or acceptance, as appropriate (e.g., provider manuals, newsletters, alerts, notices, reminders, other education material, etc.).

31. Sections A.2.20.3.1 shall be amended as follows:

2.20.3.1 The CONTRACTOR shall have a written fraud and abuse compliance plan. A paper and electronic copy of the plan shall be provided to TennCare OPI within ninety (90) calendar days of Contract execution and an electronic copy shall be provided annually thereafter. TENNCARE shall provide notice of approval, denial, or modification to the CONTRACTOR within thirty (30) calendar days of receipt. The CONTRACTOR shall make any requested updates or modifications available for review as requested by TennCare O P I within thirty (30) calendar days of a request.

32. Sections A.2.22.8.1 and A.2.22.8.1.9 shall be amended as follows:

2.22.8.1 The CONTRACTOR shall perform front end system edits, including but not limited to:

2.22.8.1.9 HIPAA compliancy validation prior to entering the claims adjudication system.

33. Section A.2.28.10 shall be amended as follows:

A.2.28.10 Electronic and Information Technology Accessibility Requirements. To the extent that the CONTRACTOR is using electronic and information technology to fulfill its obligations under this Contract, the CONTRACTOR agrees to comply with the electronic and information technology accessibility requirements under the federal civil rights laws including Section 504 and Section 508 of the Rehabilitation Act of 1973 ("Section 508") and the Americans with Disabilities Act (or any subsequent standard adopted by an oversight administrative body, including the Federal Accessibility Board). To comply with the accessibility requirements for Web content and non-Web electronic documents and software, the CONTRACTOR shall use W3C's Web Content Accessibility Guidelines ("WCAG") level AA or higher (For the W3C's guidelines see: https://www.w3.org/WAI/standards-guidelines/wcag/new-in-21/) (More resources can be found at https://www.w3.org/WAI/ and https://www.access-board.gov/guidelines-and-standards/communications-and-it).

2.28.10.1 Should the CONTRACTOR have a designated staff member responsible for CONTRACTOR's electronic and information technology accessibility compliance, the name and contact information for this individual shall be provided to TENNCARE within ten (10)

days of the implementation of this Contract and within ten (10) days of this position being reassigned to another staff member.

2.28.10.2 CONTRACTOR agrees to perform regularly scheduled (i.e., automatic) scans and manual testing for the most current WCAG level AA or higher compliance for all user content and applications in order to meet the standards for compliance. The CONTRACTOR must ensure that any system additions, updates, changes or modifications comply with the most current WCAG level AA or higher. Commercial Off-the-shelf ("COTS") products may be used to verify aspects of the most current WCAG level AA or higher compliance.

2.28.10.3 Additionally, the CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964. In order to achieve Title VI compliance the CONTRACTOR should add a system function that allows users to translate the content into a language other than English. This requirement may be satisfied by the provision of a link to Google translate or other machine translate tool.

2.28.10.4 Should the system or a component of the system fail to comply with the accessibility standards, the CONTRACTOR shall develop and submit to TENNCARE for approval a noncompliance report that identifies the areas of noncompliance, a plan to bring the system or component into compliance, an alternative/work around that provides users with the equivalent access to the content, and a timeframe for achieving that compliance. TENNCARE shall review the noncompliance report to determine whether or not it is acceptable and should be implemented. Once the noncompliance report is approved by TENNCARE the CONTRACTOR may implement the compliance plan. TENNCARE, in its sole discretion, shall determine when a satisfactory compliance plan resolution has been reached and shall notify the CONTRACTOR of the approved resolution. If CONTRACTOR is unable to obtain content that conforms to the most current WCAG level AA or higher, it shall demonstrate through its reporting to TENNCARE that obtaining or providing accessible content would fundamentally alter the nature of its goods and services or would result in an undue burden.

34. Sections A.2.30.4.7.1, A.2.30.4.8.5, A.2.30.4.8.6, A.2.30.4.9.4 and A.2.30.4.9.5 shall be amended as follows:

2.30.4.7.1 The CONTRACTOR shall send quarterly Episodes of Care Performance Report Summaries (i.e., The Principal Accountable Provider Lists or PAP list) to TENNCARE. The PAP list shall be submitted to TENNCARE no later than the Thursday prior to the week the reports are released to providers. The CONTRACTOR shall release quarterly Episodes of Care Performance Reports to providers via the CONTRACTOR's portal no later than the third Thursday of the following months: February, May, August and November. This includes making all required updates to the reports requested by the state to ensure compliance with Sections A.2.13.1.9.7 and A.2.13.1.9.8.

2.30.4.8.5 The CONTRACTOR shall submit an Annual *PCMH Heat Maps Performance Tracker Report* including the data elements described by TENNCARE. This report shall be submitted to TENNCARE no later than June 15 of each year.

2.30.4.8.6 The CONTRACTOR shall submit a *PCMH Quality Summary Report* three (3) times a year which shall include the data elements described by TENNCARE. These reports shall be submitted to TENNCARE no later than March 15, September 15, and December 15 of each year.

2.30.4.9.4 The CONTRACTOR shall submit an Annual *Tennessee Health Link (THL) Heat Maps Performance Tracker Report* including the data elements described by TENNCARE. This report shall be submitted to TENNCARE no later than June 15 of each year.

2.30.4.9.5 The CONTRACTOR shall submit a *Tennessee Health Link (THL) Quality Summary Report* three (3) times a year which shall include the data elements described by TENNCARE. These reports shall be submitted to TENNCARE no later than March 15, September 15, and December 15 of each year.

35. Section A.2.30.6.3 shall be amended by deleting the word "quarterly" and replacing it with "semi-annual".

36. Section A.2.30.6 shall be amended by deleting Section A.2.30.6.16, amending Sections A.2.30.6.14 and A.2.30.6.14.1and by adding new Sections A.2.30.6.25 through A.2.30.6.27 as follows:

2.30.6.14 The CONTRACTOR shall submit a Housing Profile Assessment Report semi-annually in a format specified by TENNCARE. This report shall monitor the housing needs of CHOICES and ECF CHOICES enrollees waiting to transition or post-transition and includes, but is not limited to, transition wait times, transition barriers, monthly income amounts, housing options chosen, and counties chosen for transition. Additionally, this report shall contain a listing of members receiving a housing supplement including but not limited to, 202 funds, CDBG funds, funds for assistive technology as it relates to housing, funds for home modifications, HOME dollars, housing choice vouchers (such as tenant based, project based, mainstream, or homeownership vouchers), housing trust funds, low income housing tax credits, section 811, USDA rural housing funds, Veterans Affairs housing funds, or other. This report shall contain the names, addresses, and monthly incomes of all the CONTRACTOR's members participating in the (MFP) Non-Profit Affordable Housing Development Grant Initiative. This report shall also contain a list of all members living in homes that are Medicaid-funded and built by Neighborworks America, and shall include the following minimum data elements: (1) member name; (2) member address; (3) member's CHOICES or ECF CHOICES Group number; (4) whether member participates in MFP; (5) date member moved into the Neighborworks America residence; (6) date member moved out of the Neighborworks America residence (left blank if still currently residing at that location); (7) member's monthly rent paid; and (8) member's monthly income.

2.30.6.14.1 The second semi-annual submission each year will also include a brief narrative of the CONTRACTOR'S work strategy to create stronger networks and develop easier access to affordable housing. (See Section A.2.11.7.7).

2.30.6.25 The CONTRACTOR shall submit to TennCare, on a monthly basis, an ECF CHOICES Group 7 Report in a manner prescribed by TennCare.

2.30.6.26 The CONTRACTOR shall submit to TennCare, on a monthly basis, an ECF CHOICES Group 8 Report in a manner prescribed by TennCare.

2.30.6.27 The CONTRACTOR shall provide an Electronic Visit Verification (EVV) Monitoring Report in a manner and frequency as specified by TENNCARE. The purpose of this Report shall be to facilitate TennCare oversight of the CONTRACTOR's ongoing monitoring of services logged through the EVV system, including but not limited to overlapping visits, as well as remediation to address findings and support system improvement, as required by Section A.2.9.6.13.

37. Section A.2.30.8.7 shall be deleted and Section A.2.30.8.9 shall be amended as follows:

2.30.8.9 The CONTRACTOR shall, using a template provided by TENNCARE, submit a Quarterly CHOICES HCBS and ECF CHOICES Provider Criminal Background Check and Registry Check Report to demonstrate that the CONTRACTOR's CHOICES and ECF CHOICES providers are conducting criminal background checks in accordance with Section A.2.29.2.2 as reviewed during credentialing and recredentialing visits conducted during a given quarter.

38. Sections A.2.30.13.4 shall be amended as follows:

2.30.13.4 The CONTRACTOR shall submit a quarterly Provider Complaints and Appeals Report, in a format prescribed by TENNCARE, which provides information on the complaints and appeals received either in writing or by phone regarding claims payment.

2.30.13.4.1 For those matters that have not been resolved in the current reporting period, they must continue to be reported until resolved. If a complaint or appeal has not been resolved within sixty (60) days, the CONTRACTOR shall continue to report to TENNCARE why that matter has not been resolved and the expected date of resolution. Any matter identified as having not been resolved within sixty (60) calendar days will be individualized and subject to separate independent reporting by the CONTRACTOR to TENNCARE. Failure to resolve an issue within sixty (60) days may result in a corrective action plan or liquidated damages.

39. Section B.1 shall be amended as follows:

B.1 This Contract shall be effective for the period beginning January 1, 2014, and ending on December 31, 2020. The Middle Tennessee region is scheduled to have implementation of services effective January 1, 2015. Implementation dates for West and East Tennessee will be determined by the State and shared with the contractors within one month of announcement of the winning proposers. In no case will these implementation dates be earlier than January 1, 2015 or later than January 1, 2016.

40. Section C.1.1 shall be amended as follows:

C.1.1 In no event shall the maximum liability of the State under this Contract exceed Eleven Billion Eight Hundred Fifteen Million Four Hundred Twenty-Three Thousand Six Hundred Fifty Dollars ($11,815,423,650.00). The payment methodology in section C.3 shall constitute the entire compensation due the CONTRACTOR for all service and CONTRACTOR obligations hereunder regardless of the difficulty, materials or equipment required. The payment method or rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the CONTRACTOR.

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

41. Section C.3.10 shall be amended as follows:

C.3.10 **PAY-FOR-PERFORMANCE QUALITY INCENTIVE PAYMENTS**

C.3.10.1 **General**

3.10.1.1 TENNCARE will make incentive payments to the CONTRACTOR in accordance with this Section C.3.10.

3.10.1.2 Pursuant to 42 CFR 438.6, incentive arrangements shall comply with the following:

3.10.1.2.1 The total of all payments made to the CONTRACTOR for a measurement year shall not exceed one hundred and five percent (105%) of capitation payments made to the CONTRACTOR. In addition, the total of all payments made to the CONTRACTOR for a year shall not exceed twenty five cents ($0.25) per member per month (PMPM) per region (East, Middle, West);

3.10.1.2.2 Are not renewed automatically;

3.10.1.2.3 Are made available to both public and private contractors under the same terms of performance;

3.10.1.2.4 Do not condition MCO participation in the incentive arrangement on the MCO entering into or adhering to intergovernmental transfer agreements.

3.10.1.3 In the first year that each measure is available, the CONTRACTOR regional average HEDIS score (as calculated by TENNCARE using audited MCO HEDIS results) for each of the

measures specified by TENNCARE for the last full calendar year prior to the year that the CONTRACTOR began operating under this Contract will serve as the baseline. For example, in CY2020 (known as the HEDIS 2021 score), the full CY2019 data (known as the HEDIS 2020 score) will be used to generate the baseline. If complete TennCare HEDIS data for these measures is not available for the region for the year prior to the year that the CONTRACTOR began operating under this Contract, then the last year for which complete data is available will serve as the baseline.

3.10.1.4. Wave 1 measures will begin with measurement year 2019 and will remain in the program through measurement year 2020. At that time, TENNCARE will review for replacement and/or continuation. Wave 1 measures are the following HEDIS measures:

3.10.1.4.1 Timeliness of Prenatal Care;

3.10.1.4.2 Postpartum Care;

3.10.1.4.3 Adolescent well-care visits;

3.10.1.4.4 Diabetes-Retinal exam and BP <140/90;

3.10.1.4.5 Antidepressant Medication Management – continuation;

3.10.1.5 Wave 2 measures will begin with measurement year 2019 and remain in the program through measurement year 2021. At that time, TENNCARE will review for replacement and/or continuation. Wave 2 measures are the following HEDIS measures:

3.10.1.5.1 Breast Cancer Screening;

3.10.1.5.2 Immunization for Children – Combination 10;

3.10.1.5.3 Immunization for Adolescents – Combination 2;

3.10.1.5.4 Asthma Medication Ratio;

3.10.1.5.5 Follow-up after Hospitalization for Mental Illness – Within 7 Days;

3.10.1.5.6 Engagement of Alcohol and Other Drug Abuse or Dependence Treatment.

3.10.1.6 If NCQA makes changes in any of the measures selected by TENNCARE, such that valid comparison to prior years will not be possible, TENNCARE, at its sole discretion, may elect to either eliminate the measure from pay-for-performance incentive eligibility or replace it with another measure.

C.3.10.2 **HEDIS Measures**

3.10.2.1 Beginning the first year of operations, on September 1 of each year, the CONTRACTOR shall be eligible for a maximum $.04 PMPM payment, applied to member months from the preceding calendar year, for each of the audited HEDIS measures in accordance with Section C.3.10.2.2 below (calculated from the preceding calendar year's data). Each audited HEDIS

measure payment is determined by both a National Benchmark payment and Significant Improvement payment. National Benchmark payments are defined using Quality Compass national benchmarks and Significant Improvement payments are defined using NCQA's minimum effect size change methodology (see Section C.3.10.3 below).

3.10.2.2 Incentive payments will be available for selected audited HEDIS measures as determined by TENNCARE following review and analysis of HEDIS plan-specific rates.

3.10.2.2.1 After the first full year of audited HEDIS measures, and each year thereafter, TENNCARE will notify the CONTRACTOR of the audited HEDIS measures that have been selected for eligibility for the specified calendar year's Pay-For-Performance Quality Incentive Measures in each region for which the CONTRACTOR serves.

3.10.2.2.2 The annual notification will advise the CONTRACTOR of the calendar year being measured and the specifics that TENNCARE will use to determine eligibility for the Pay-For-Performance Quality Incentive Payments.

C.3.10.3 **Quality Incentive Payment Methodology**

3.10.3.1 National Benchmark Payment: For each audited HEDIS measure, reporting year measure performance will be compared to the National Quality Compass benchmarks of the same reporting year. For measures that do not have a baseline value of ninety three percent (93%) or higher, no national benchmark payment will be applied to the total measure payment if measure performance decreases significantly between baseline and reporting years. A significant decrease will be defined as a negative point change as determined by the NCQA minimum effect size change methodology in Section A.3.10.3.2. CONTRACTOR comparative performance to these benchmarks will determine the PMPM incentive payment as follows:

National Benchmark	PMPM (per measure)
≥75th Percentile	+$0.02
≥50th Percentile & <75th Percentile	+$0.01
≥25th Percentile & <50th Percentile	$0.00
<25th Percentile	-$0.01

3.10.3.2 Significant Improvement Payment: For each audited HEDIS measure, a significant positive point change between the baseline rate and the reporting year rate will result in a per metric payment of $0.02 PMPM. A significant negative point change between the baseline rate and the reporting year rate will result in a per metric risk of -$0.02 PMPM. No risk will be assessed to measures with a baseline value of ninety three percent (93%) or higher. Significant positive and negative point changes will be determined by the NCQA minimum effect size change methodology as follows:

Baseline Rate	Minimum Effect Size
0-59	At least a 6 percentage point change
60-74	At least a 5 percentage point change

Baseline Rate	Minimum Effect Size
75-84	At least a 4 percentage point change
85-92	At least a 3 percentage point change
93-96	At least a 2 percentage point change
97-99	At least a 1 percentage point change

42. Section E.29.2.2.7 shall be amended by adding a new Level A.16(f) and amending Level C.10 as follows:

LEVEL	PROGRAM ISSUES		DAMAGE
A.16(f)	Failure to notify TENNCARE prior to issuing an adverse benefit determination reducing or terminating services of any member age twenty-one (21) or older receiving PDN and/or HH services in excess of adult benefit limits and/or coverage criteria.		$500 per enrollee per occurrence
C.10	Failure to achieve benchmarks of 37% PCMH membership (see Section A.2.13.1.9.4)		$500 per calendar day, per individual benchmark, for each day the CONTRACTOR fails to achieve and/or maintain each benchmark

43. Attachment III shall be amended by removing the reference to "/Frontier", "/frontier" throughout the Attachment.

44. The Access and Availability section for Opioid Use Disorder in Attachment IV shall be amended as follows:

Access to Opioid Use Disorder (OUD) treatment providers

The CONTRACTOR shall ensure access to OUD treatment providers for the provision of covered services. At a minimum, this means that:

(1) The CONTRACTOR shall have provider agreements with DATA 2000 Waiver approved OUD treatment providers only for the provision of covered services with buprenorphine and

(2) The following access standards are met:

- Transport access ≤ 45 miles travel distance and ≤ 45 minutes travel time for at least 75% of non-dual members and
- Transport access ≤ 60 miles travel distance and ≤ 60 minutes travel time for ALL non-dual members

Availability of OUD Treatment Care

The CONTRACTOR shall provide adequate numbers of OUD treatment providers for the provision of covered services to ensure adequate provider availability for its non-dual members. To account for variances in MCO enrollment size, the guidelines described in this Attachment have been established for determining the number of OUD treatment providers with whom the CONTRACTOR must have a provider agreement. These are aggregate guidelines and are not age specific. The CONTRACTOR shall have a sufficient number of provider agreements with each type of specialist in each Grand Region served to ensure that the number of non-dual members per provider does not exceed the following:

Maximum Number of Non-Dual Members per Provider by Specialty

Specialty	Number of Non-Dual Members
OUD Treatment provider contracted to treat with buprenorphine	10,000

Capacity of OUD Treatment Providers

All Contracted MAT Providers are required to have a DATA 2000 Waiver to provide Buprenorphine Medication Assisted Treatment (MAT). The DATA 2000 Waiver, as outlined by Substance Abuse and Mental Health Services Administration (SAMSHA), restricts the number of members a provider can treat across all payer types. The number of members a provider can treat is now on referred to as "slots."

To ensure access to OUD treatment across the state, TennCare will calculate the number of slots and/or providers needed for each MCO's contracted MAT network by Tennessee Grand Region (West, Middle, East) on an annual basis. The calculation will be based on prevalence of opioid use disorder (OUD) by Grand Region and MCO enrollment. The Capacity Standards will be **in addition** to the geographic and time standards outlined previously.

The updated adequacy standards will be provided July 1st of every year.

(Provider Enrollment File service type coding options for OUD treatment providers are identified in Attachment V.)

45. The Service Type and Service Code(s) Chart in Attachment V shall be amended as follows:

Service Type	Service Code(s) for use in position 330-331 of the Provider Enrollment File
Psychiatric Inpatient Hospital Services	Adult - 11, 79, 85 Child – A1 or H9
24 Hour Psychiatric Residential Treatment	Adult - 13, 81, 82 Child – A9, H1, or H2
Outpatient MD Services (Psychiatry)	Adult – 19 Child – B5

Outpatient Non-MD Services	Adult – 20 Child – B6
Intensive Outpatient/ Partial Hospitalization	Adult – 21, 23, 62 Child - B7, C2, C3
Inpatient Facility Services (Substance Abuse)	Adult – 15, 17 Child – A3, A5
24 Hour Residential Treatment Services (Substance Abuse)	Adult - 56 Child - F6
Outpatient Treatment Services (Substance Abuse)	Adult – 27 or 28 Child – D3 or D4
Intensive Community Based Treatment Services	Adult - 66, or 83 Child – C7, G2, G6, or K1
Tennessee Health Link Services	Adult-31 Child-D7
Psychiatric Rehabilitation Services:	
Psychosocial Rehabilitation	42
Supported Employment	44
Peer Recovery Services	88
Family Support Services	49
Illness Management & Recovery	91
Supported Housing	32 and 33
Crisis Services (Mobile)	Adult - 37, 38, 39 Child - D8, D9, E1
Crisis Respite	Adult – 40 Child – E2
Crisis Stabilization	Adult 41
Opioid Use Disorder - Treatment with buprenorphine only	P1
Opioid Use Disorder - Treatment with buprenorphine OR naltrexone	P2
Opioid Use Disorder - Treatment with naltrexone only	P3
Opioid Use Disorder – (Reserved for future use)	P4
Opioid Use Disorder – (Reserved for future use)	P5

46. The Performance Measure "Distance/Time from provider to member" (Item 16) in Attachment VII shall be amended by deleting and replacing the Definition to read as follows: "Time and travel distance as measured by provider network analytics software described by TENNCARE".

47. Attachment VIII shall be amended by deleting the existing Item 157 and 172, by adding new Deliverable Items 139, 166, 167, 168, 169, and 206 and by deleting renumbered Deliverable Item 193 and replacing it with Deliverable Items 191 and 192 as follows:

139. PCMH and THL Attribution Files (see Section A.2.30.4.10)

Amendment 10 (cont.)

166. Semi-Annual HH/PDN ALJ/CEA Report (see Section A.2.30.6.25)

167. ECF CHOICES Group 7 Report (See Section A.2.30.6.26)

168. ECF CHOICES Group 8 Report (See Section A.2.30.6.27)

169. Care Coordination and Support Coordination Electronic Visit Verification (EVV) Monitoring Report (See Section A.2.30.6.28)

191. Proposed Performance Improvement Projects Topics (see Section A.2.30.12.1)

192. Report on Performance Improvement Projects (see Section A.2.30.12.1.1)

206. Quarterly Provider Complaints and Appeals Report (see Section A.2.30.13.4)

48. Attachment XII shall be amended by adding the following:

ATTACHMENT XII

EXHIBIT D.4
RISK ADJUSTED CAPITATION RATES
AmeriGroup – Middle Region
EFFECTIVE 1/1/2018 - 12/31/2018

Aid Category	Age Group	Per Member Per Month
Medicaid (TANF & Related) And Standard Spend Down	Age Under 1	$690.94
	Age 1 - 13	$156.75
	Age 14 - 20 Female	$246.32
	Age 14 - 20 Male	$169.47
	Age 21 - 44 Female	$348.17
	Age 21 - 44 Male	$249.39
	Age 45 – 64	$388.57
	Age 65 +	$656.43
Uninsured/Uninsurable		
	Age 1 - 13	$156.55
	Age 14 - 19 Female	$245.48
	Age 14 – 19 Male	$190.37
Disabled	Age < 21	$1,569.81
	Age 21 +	$922.66
Duals/Waiver Duals	All Ages	$216.32
Choices Rates	Choices 1 Duals	$4,978.94
	Choices 2 Duals	$4,978.94
	Choices 3 Duals	$1,845.85
	Choices 1 Non-Duals	$6,582.13
	Choices 2 Non-Duals	$6,582.13
	Choices 3 Non-Duals	$4,071.71

ATTACHMENT XII

EXHIBIT D.5
RISK ADJUSTED CAPITATION RATES
AmeriGroup – East Region
EFFECTIVE 1/1/2018 - 12/31/2018

Aid Category	Age Group	Per Member Per Month
Medicaid (TANF & Related) And Standard Spend Down	Age Under 1	$839.81
	Age 1 – 13	$145.48
	Age 14 - 20 Female	$222.52
	Age 14 - 20 Male	$160.49
	Age 21 - 44 Female	$314.22
	Age 21 - 44 Male	$220.82
	Age 45 – 64	$336.61
	Age 65 +	$644.75
Uninsured/Uninsurable		
	Age 1 - 13	$157.91
	Age 14 - 19 Female	$182.40
	Age 14 – 19 Male	$181.22
Disabled	Age < 21	$1,338.80
	Age 21 +	$728.41
Duals/Waiver Duals	All Ages	$150.52
Choices Rates	Choices 1 Duals	$5,072.01
	Choices 2 Duals	$5,072.01
	Choices 3 Duals	$1,649.91
	Choices 1 Non-Duals	$6,588.97
	Choices 2 Non-Duals	$6,588.97
	Choices 3 Non-Duals	$3,830.96

ATTACHMENT XII

EXHIBIT D.6
RISK ADJUSTED CAPITATION RATES
AmeriGroup – West Region
EFFECTIVE 1/1/2018 - 12/31/2018

Aid Category	Age Group	Per Member Per Month
Medicaid (TANF & Related) And Standard Spend Down	Age Under 1	$654.76
	Age 1 – 13	$129.84
	Age 14 - 20 Female	$203.78
	Age 14 - 20 Male	$155.41
	Age 21 - 44 Female	$293.59
	Age 21 - 44 Male	$206.78
	Age 45 – 64	$327.66
	Age 65 +	$465.11
Uninsured/Uninsurable		
	Age 1 – 13	$147.65
	Age 14 - 19 Female	$205.63
	Age 14 – 19 Male	$201.02
Disabled	Age < 21	$1,191.13
	Age 21 +	$821.31
Duals/Waiver Duals	All Ages	$196.33
Choices Rates	Choices 1 Duals	$5,195.44
	Choices 2 Duals	$5,195.44
	Choices 3 Duals	$1,958.46
	Choices 1 Non-Duals	$6,855.85
	Choices 2 Non-Duals	$6,855.85
	Choices 3 Non-Duals	$3,866.20

ATTACHMENT XII

EXHIBIT E.1
RISK CAPITATION RATES
AmeriGroup – Middle Region
EFFECTIVE 1/1/2019

Aid Category	Age Group	Per Member Per Month
Medicaid (TANF & Related) And Standard Spend Down	Age Under 1	$803.86
	Age 1 - 13	$137.09
	Age 14 - 20 Female	$259.33
	Age 14 - 20 Male	$169.99
	Age 21 - 44 Female	$378.25
	Age 21 - 44 Male	$267.52
	Age 45 – 64	$397.00
	Age 65 +	$588.96
Uninsured/Uninsurable		
	Age 1 - 13	$137.09
	Age 14 - 19 Female	$259.33
	Age 14 – 19 Male	$169.99
Disabled	Age < 21	$1,699.03
	Age 21 +	$1058.90
Duals/Waiver Duals	All Ages	$191.57
Choices Rates	Choices 1 Duals	$5,116.02
	Choices 2 Duals	$5,116.02
	Choices 3 Duals	$1,882.23
	Choices 1 Non-Duals	$6,772.30
	Choices 2 Non-Duals	$6,772.30
	Choices 3 Non-Duals	$4,432.74

ATTACHMENT XII

EXHIBIT E.2
RISK CAPITATION RATES
AmeriGroup – East Region
EFFECTIVE 1/1/2019

Aid Category	Age Group	Per Member Per Month
Medicaid (TANF & Related)	**Age Under 1**	**$940.77**
And	**Age 1 – 13**	**$141.40**
Standard Spend Down	**Age 14 - 20 Female**	**$263.18**
	Age 14 - 20 Male	**$170.48**
	Age 21 - 44 Female	**$359.78**
	Age 21 - 44 Male	**$260.89**
	Age 45 – 64	**$407.29**
	Age 65 +	**$611.25**
Uninsured/Uninsurable		
	Age 1 - 13	**$141.40**
	Age 14 - 19 Female	**$263.18**
	Age 14 – 19 Male	**$170.48**
Disabled	**Age < 21**	**$1,721.05**
	Age 21 +	**$925.54**
Duals/Waiver Duals	**All Ages**	**$135.88**
Choices Rates	**Choices 1 Duals**	**$5,049.10**
	Choices 2 Duals	**$5,049.10**
	Choices 3 Duals	**$1,696.26**
	Choices 1 Non-Duals	**$6,855.95**
	Choices 2 Non-Duals	**$6,855.95**
	Choices 3 Non-Duals	**$4,429.25**

ATTACHMENT XII

EXHIBIT E.3
RISK CAPITATION RATES
AmeriGroup – West Region
EFFECTIVE 1/1/2019

Aid Category	Age Group	Per Member Per Month
Medicaid (TANF & Related)	**Age Under 1**	**$727.42**
And	**Age 1 – 13**	**$120.22**
Standard Spend Down	**Age 14 - 20 Female**	**$231.78**
	Age 14 - 20 Male	**$156.75**
	Age 21 - 44 Female	**$334.46**
	Age 21 - 44 Male	**$254.39**
	Age 45 – 64	**$357.82**
	Age 65 +	**$406.52**
Uninsured/Uninsurable		
	Age 1 – 13	**$120.22**
	Age 14 - 19 Female	**$231.78**
	Age 14 – 19 Male	**$156.75**
Disabled	**Age < 21**	**$1,640.41**
	Age 21 +	**$1,031.45**
Duals/Waiver Duals	**All Ages**	**$171.05**
Choices Rates	**Choices 1 Duals**	**$5,105.73**
	Choices 2 Duals	**$5,105.73**
	Choices 3 Duals	**$1,926.78**
	Choices 1 Non-Duals	**$7,255.54**
	Choices 2 Non-Duals	**$7,255.54**
	Choices 3 Non-Duals	**$4,193.59**

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 July 1, 2019.

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

BY: _____
Stuart C. McWhorter
Commissioner

DATE: _____

AMERIGROUP, TENNESSEE, INC.

BY: _____
Robert Garnett
President

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*)	40180	RFS Number: (*if applicable*)	31865-00372
*Original or Proposed Contract Begin Date:	January 1, 2014	*Current or Proposed End Date:	December 31, 2019
Current Request Amendment Number: (*if applicable*)	10		
Proposed Amendment Effective Date: (*if applicable*)	July 1, 2019		
*Department Submitting:	Department of Finance and Administration		
*Division:	Division of TennCare		
*Date Submitted:	April 30, 2019		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:	N/A		
*Contract Vendor Name:	AMERIGROUP Tennessee, Inc.		
*Current or Proposed Maximum Liability:	$ 9,815,423,650.00		
*Estimated Total Spend for Commodities:	N/A		

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

FY: 2014	FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020
0.00	$927,757,750	$1,887,665,900	$2,000,000,000	$2,000,000,000	$2,000,000,000	$2,000,000,000
	FY: 2021					
	$1,000,000,000					

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

FY: 2014	FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019
0.00	$654,157,439.34	$1,719,763,765.88	$1,759,964,650.17	$1,915,278,184.66	$1,495,898,118.59 (Expenditures through March 27, 2019)

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

Supplemental Documentation Required for Fiscal Review Committee

IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A		
*Contract Funding Source/Amount:			
State:	$4,081,019,820.00	Federal:	$7,734,403,830.00
Interdepartmental:		*Other*:	
If "*other*" please define:		N/A	
If "*interdepartmental*" please define:		N/A	

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
Amendment #1 - December, 2014	Language modifications
Amendment #2 – July, 2015	Language modifications
Amendment #3 – January, 2016	Language modifications and program updates
Amendment #4 – July 1, 2016	Language modifications
Amendment #5 – January 2017	Language modifications and program updates; term extension and funding
Amendment #6- July 1, 2017	Language modifications and program updates; term extension and funding
Amendment #7 – January 1, 2018	Language modifications and program updates
Amendment #8 – July 1, 2018	Language modifications and program updates; term extension and funding
Amendment #9 – January 1, 2019	Language modifications and program updates
Amendment #10 – July 1, 2019	Language modifications and program updates; term extension and funding

Method of Original Award: (*if applicable*)	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?	$3,775,331,800.00 Cost Proposal
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.	An RFP was released and there were seven (7) proposals submitted. This contract is one of three (3) competitively procured contracts awarded to provide behavioral and medical services to TennCare enrollees statewide.
*Provide information on the circumstances and status of any disciplinary action taken or pending against the vendor during the past 5	No disciplinary actions identified.

Supplemental Documentation Required for Fiscal Review Committee

years with state agencies/ departments, professional organizations, or through any legal action.	
*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 Contract term.

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00372	40180		09

Contractor Legal Entity Name	Edison Vendor ID
AMERIGROUP Tennessee, Inc.	0000011035

Amendment Purpose & Effect(s)
Updates Scope – Statewide TennCare Managed Care

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** December 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
2014	$0.00	$0.00			$0.00
2015	$324,807,988.00	$602,949,762.00			$927,757,750.00
2016	$660,871,832.00	$1,226,794,068.00			$1,887,665,900.00
2017	$700,340,000.00	$1,299,660,000.00			$2,000,000,000.00
2018	$687,900,000.00	$1,312,100,000.00			$2,000,000,000.00
2019	$682,840,000.00	$1,317,160,000.00			$2,000,000,000.00
2020	$341,420,000.00	$658,580,000.00			$1,000,000,000.00
TOTAL:	$3,398,179,820.00	$6,417,243,830.00			$9,815,423,650.00

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

Speed Chart (optional)

Account Code (optional)

CPO USE

AMERIGROUP Tennessee, Inc.
Edison Contract ID: 40180

CONTRACT EXPENDITURES BY FISCAL YEAR
(Payment Detail Attached)

FY 2015	$654,157,439.34	
FY 2016	$1,719,763,765.88	
FY 2017	$1,759,964,650.17	
FY 2018	$1,915,278,184.66	
FY 2019	$1,495,898,118.59	(Expenditures through March 27, 2019)
TOTAL	$7,545,062,158.64	

*Liquidated Damages Total $691,800.00 and can be found at the end of this document.

AMERIGROUP Tennessee, Inc.
Edison Contract ID: 40180

FY 2015

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01067202	0000011035	$61,663,042.83	2/6/2015
31865	01067203	0000011035	$36,367,920.53	2/6/2015
31865	01067204	0000011035	$32,314,102.55	2/6/2015
31865	01084428	0000011035	$60,717,804.02	3/6/2015
31865	01084429	0000011035	$34,263,697.01	3/6/2015
31865	01084430	0000011035	$30,557,637.37	3/6/2015
			$255,884,204.31	
31865	01100224	0000011035	$56,410,657.17	4/3/2015
31865	01100225	0000011035	$40,602,133.57	4/3/2015
31865	01100226	0000011035	$36,863,173.32	4/3/2015
31865	01104249	0000011035	$109,541.00	4/10/2015
31865	01115522	0000011035	$49,692,874.12	5/1/2015
31865	01115523	0000011035	$40,123,732.90	5/1/2015
31865	01115524	0000011035	$35,932,388.19	5/1/2015
31865	01134703	0000011035	$57,692,440.11	6/5/2015
31865	01134704	0000011035	$42,872,823.90	6/5/2015
31865	01134705	0000011035	$37,973,470.75	6/5/2015
			$398,273,235.03	

FY 2015 TOTAL **$654,157,439.34**

AMERIGROUP Tennessee, Inc. - Edison #40180

FY 2016

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01149293	0000011035	$57,480,921.70	7/7/2015
31865	01149294	0000011035	$42,155,784.48	7/7/2015
31865	01149295	0000011035	$38,003,463.57	7/7/2015
31865	01169753	0000011035	$57,504,000.86	8/7/2015
31865	01169754	0000011035	$44,141,104.00	8/7/2015
31865	01169755	0000011035	$39,722,330.20	8/7/2015
31865	01185484	0000011035	$57,475,512.08	9/4/2015
31865	01185485	0000011035	$43,935,938.56	9/4/2015
31865	01185486	0000011035	$41,148,091.70	9/4/2015
			$421,567,147.15	
31865	01200516	0000011035	$57,305,773.29	10/2/2015
31865	01200517	0000011035	$44,153,229.00	10/2/2015
31865	01200518	0000011035	$40,966,392.92	10/2/2015
31865	01219354	0000011035	$23,732,745.97	11/6/2015
31865	01219355	0000011035	$39,083,443.90	11/6/2015
31865	01219356	0000011035	$28,630,637.95	11/6/2015
31865	01233031	0000011035	$53,143,146.26	12/4/2015
31865	01233032	0000011035	$45,352,984.51	12/4/2015
31865	01233033	0000011035	$40,851,799.62	12/4/2015
31865	01236946	0000011035	$22,785,457.00	12/11/2015
31865	01246609	0000011035	$55,927,646.44	12/30/2015
31865	01246610	0000011035	$46,979,246.54	12/30/2015
31865	01246611	0000011035	$41,500,140.55	12/30/2015
			$540,412,643.95	
31865	01250162	0000011035	$146,393.76	1/8/2016
31865	01265344	0000011035	$56,284,140.58	2/5/2016
31865	01265345	0000011035	$48,448,472.46	2/5/2016
31865	01265346	0000011035	$42,180,522.80	2/5/2016
31865	01282838	0000011035	$57,066,011.66	3/4/2016
31865	01282839	0000011035	$50,785,811.58	3/4/2016
31865	01282840	0000011035	$43,079,826.02	3/4/2016
			$297,991,178.86	

AMERIGROUP FY 2016 (Continued)

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01299623	0000011035	$57,557,954.04	4/1/2016
31865	01299624	0000011035	$52,169,946.14	4/1/2016
31865	01299625	0000011035	$43,201,573.64	4/1/2016
31865	01319387	0000011035	$58,239,887.45	5/6/2016
31865	01319388	0000011035	$53,079,943.48	5/6/2016
31865	01319389	0000011035	$43,613,249.58	5/6/2016
31865	01335610	0000011035	$56,153,867.57	6/7/2016
31865	01335611	0000011035	$52,906,402.82	6/7/2016
31865	01335612	0000011035	$42,869,971.20	6/7/2016
			$459,792,795.92	

FY 2016 TOTAL **$1,719,763,765.88**

AMERIGROUP Tennessee, Inc. - Edison #40180

FY 2017

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01355104	0000011035	$58,611,982.02	7/7/2016
31865	01355105	0000011035	$54,310,790.12	7/7/2016
31865	01355106	0000011035	$43,829,276.96	7/7/2016
31865	01369953	0000011035	$56,988,266.33	8/5/2016
31865	01369954	0000011035	$53,807,308.59	8/5/2016
31865	01369955	0000011035	$43,186,711.75	8/5/2016
31865	01385624	0000011035	$57,402,239.64	9/2/2016
31865	01385625	0000011035	$53,441,391.91	9/2/2016
31865	01385626	0000011035	$43,921,958.71	9/2/2016
31865	01400986	0000011035	$940,904.29	9/30/2016
31865	01400987	0000011035	$1,334,309.11	9/30/2016
31865	01400988	0000011035	$1,096,633.16	9/30/2016
			$468,871,772.59	
31865	01404488	0000011035	$55,859,657.52	10/3/2016
31865	01404489	0000011035	$50,719,934.66	10/3/2016
31865	01404490	0000011035	$42,006,550.73	10/3/2016
31865	01408687	0000011035	$550,000.00	10/14/2016
31865	01415984	0000011035	$60,567.57	10/28/2016
31865	01419849	0000011035	$57,924,261.02	11/4/2016
31865	01419850	0000011035	$51,669,292.84	11/4/2016
31865	01419851	0000011035	$42,442,997.09	11/4/2016
31865	01433397	0000011035	$57,956,914.90	12/2/2016
31865	01433398	0000011035	$51,060,476.59	12/2/2016
31865	01433399	0000011035	$42,043,021.35	12/2/2016
31865	01441186	0000011035	$9,737,964.90	12/16/2016
31865	01441187	0000011035	$14,532,907.78	12/16/2016
31865	01441188	0000011035	$10,986,060.32	12/16/2016
31865	01448061	0000011035	$430,000.00	12/27/2016
31865	01448064	0000011035	$430,414.76	12/27/2016
31865	01448067	0000011035	$430,000.00	12/27/2016
31865	01448068	0000011035	$433,279.60	12/27/2016
31865	01448069	0000011035	$432,012.02	12/27/2016
			$489,706,313.65	

AMERIGROUP FY 2017 (Continued)

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01451693	0000011035	$55,842,164.62	1/6/2017
31865	01451694	0000011035	$49,602,054.67	1/6/2017
31865	01451695	0000011035	$40,402,976.28	1/6/2017
31865	01466551	0000011035	$53,225,044.00	2/3/2017
31865	01466552	0000011035	$50,608,783.31	2/3/2017
31865	01466553	0000011035	$42,741,450.43	2/3/2017
31865	01470752	0000011035	$572,773.19	2/13/2017
31865	01484001	0000011035	$20,069,026.02	3/2/2017
31865	01484002	0000011035	$40,283,987.22	3/2/2017
31865	01484003	0000011035	$34,583,015.18	3/2/2017
31865	01500308	0000011035	$490,311.69	3/27/2017
			$388,421,586.61	
31865	01505022	0000011035	$51,782,846.06	4/7/2017
31865	01505023	0000011035	$48,393,703.92	4/7/2017
31865	01505024	0000011035	$40,312,949.68	4/7/2017
31865	01520706	0000011035	$51,561,793.74	5/5/2017
31865	01520707	0000011035	$47,625,672.12	5/5/2017
31865	01520708	0000011035	$39,850,737.68	5/5/2017
31865	01536231	0000011035	$52,276,747.10	6/2/2017
31865	01536232	0000011035	$45,010,226.12	6/2/2017
31865	01536233	0000011035	$35,624,891.20	6/2/2017
31865	01539575	0000011035	$525,409.70	6/9/2017
			$412,964,977.32	

FY 2017 TOTAL **$1,759,964,650.17**

AMERIGROUP Tennessee, Inc. - Edison #40180

FY 2018

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01554931	0000011035	$48,644,766.00	7/7/2017
31865	01554932	0000011035	$41,723,938.23	7/7/2017
31865	01554933	0000011035	$34,264,769.48	7/7/2017
31865	01569582	0000011035	$52,845,739.73	8/4/2017
31865	01569583	0000011035	$45,761,805.89	8/4/2017
31865	01569584	0000011035	$37,204,619.58	8/4/2017
31865	01576478	0000011035	$567,158.70	8/16/2017
31865	01576480	0000011035	$565,122.47	8/16/2017
31865	01576525	0000011035	$646,635.49	8/18/2017
31865	01576527	0000011035	$695,021.54	8/18/2017
31865	01584404	0000011035	$53,339,619.42	9/1/2017
31865	01584405	0000011035	$45,933,061.82	9/1/2017
31865	01584406	0000011035	$38,140,655.45	9/1/2017
31865	01591440	0000011035	$923,685.79	9/15/2017
31865	01594455	0000011035	$701,592.55	9/18/2017
31865	01594963	0000011035	$9,501.00	9/22/2017
			$401,967,693.14	
31865	01601746	0000011035	$1,520,830.67	10/4/2017
31865	01601747	0000011035	$2,185,142.26	10/4/2017
31865	01601749	0000011035	$1,010,308.21	10/4/2017
31865	01602129	0000011035	$45,676,748.92	10/6/2017
31865	01602128	0000011035	$53,646,430.02	10/6/2017
31865	01602130	0000011035	$37,651,919.21	10/6/2017
31865	01605150	0000011035	$1,808,423.97	10/11/2017
31865	01605151	0000011035	$2,216,890.90	10/11/2017
31865	01605152	0000011035	$1,311,530.01	10/11/2017
31865	01608746	0000011035	$1,430,401.22	10/18/2017
31865	01608749	0000011035	$2,001,646.64	10/18/2017
31865	01608751	0000011035	$1,141,911.48	10/18/2017
31865	01608787	0000011035	$700,067.51	10/19/2017
31865	01612093	0000011035	$1,362,742.08	10/25/2017
31865	01612096	0000011035	$1,914,874.48	10/25/2017
31865	01612098	0000011035	$1,021,716.10	10/25/2017
31865	01615896	0000011035	$1,514,471.26	11/1/2017
31865	01615898	0000011035	$1,853,679.86	11/1/2017
31865	01615899	0000011035	$1,029,095.01	11/1/2017
31865	01616350	0000011035	$45,683,546.49	11/3/2017
31865	01616349	0000011035	$53,941,633.23	11/3/2017
31865	01616351	0000011035	$37,496,343.38	11/3/2017

AMERIGROUP FY 2018 (Continued)

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01619405	0000011035	$1,455,604.17	11/8/2017
31865	01619413	0000011035	$2,096,355.13	11/8/2017
31865	01619421	0000011035	$1,346,252.20	11/8/2017
31865	01623181	0000011035	$1,728,125.66	11/15/2017
31865	01623183	0000011035	$2,145,647.04	11/15/2017
31865	01623187	0000011035	$1,227,454.17	11/15/2017
31865	01626809	0000011035	$1,618,735.78	11/22/2017
31865	01626813	0000011035	$2,015,596.45	11/22/2017
31865	01626814	0000011035	$1,141,498.28	11/22/2017
31865	01629697	0000011035	$901,053.34	11/30/2017
31865	01629704	0000011035	$1,391,490.25	11/30/2017
31865	01629705	0000011035	$2,043,183.67	11/30/2017
31865	01629707	0000011035	$1,131,207.13	11/30/2017
31865	01630146	0000011035	$45,770,987.41	12/1/2017
31865	01630145	0000011035	$54,469,150.67	12/1/2017
31865	01630147	0000011035	$38,287,172.01	12/1/2017
31865	01633650	0000011035	$1,200,228.18	12/6/2017
31865	01633653	0000011035	$1,745,815.22	12/6/2017
31865	01633655	0000011035	$943,416.27	12/6/2017
31865	01637265	0000011035	$891,209.32	12/14/2017
31865	01637248	0000011035	$1,681,876.85	12/13/2017
31865	01637250	0000011035	$2,387,726.88	12/13/2017
31865	01637251	0000011035	$1,383,306.67	12/13/2017
31865	01640419	0000011035	$1,546,911.37	12/20/2017
31865	01640421	0000011035	$2,006,072.45	12/20/2017
31865	01640422	0000011035	$1,213,214.23	12/20/2017
31865	01644106	0000011035	$1,628,806.73	12/29/2017
31865	01644107	0000011035	$2,175,325.99	12/29/2017
31865	01644108	0000011035	$1,181,987.86	12/29/2017
			$476,875,764.29	
31865	01647656	0000011035	$54,159,188.58	1/5/2018
31865	01647657	0000011035	$45,076,133.71	1/5/2018
31865	01647658	0000011035	$37,640,818.67	1/5/2018
31865	01647296	0000011035	$2,335,182.32	1/5/2018
31865	01647297	0000011035	$3,161,191.52	1/5/2018
31865	01647298	0000011035	$1,806,377.00	1/5/2018
31865	01650955	0000011035	$1,474,483.23	1/10/2018
31865	01650956	0000011035	$2,170,660.43	1/10/2018
31865	01650961	0000011035	$1,236,384.54	1/10/2018
31865	01654237	0000011035	$1,667,043.29	1/18/2018

AMERIGROUP FY 2018 (Continued)

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01654239	0000011035	$2,238,534.80	1/18/2018
31865	01654241	0000011035	$1,264,471.89	1/18/2018
31865	01657557	0000011035	$1,465,659.76	1/24/2018
31865	01657559	0000011035	$1,824,449.19	1/24/2018
31865	01657560	0000011035	$850,250.75	1/24/2018
31865	01661085	0000011035	$2,932,125.99	1/31/2018
31865	01661086	0000011035	$3,896,740.98	1/31/2018
31865	01661088	0000011035	$2,194,005.94	1/31/2018
31865	01661134	0000011035	$898,373.04	2/1/2018
31865	01661579	0000011035	$40,799,777.16	2/2/2018
31865	01661580	0000011035	$32,996,941.71	2/2/2018
31865	01661581	0000011035	$32,114,977.96	2/2/2018
31865	01665433	0000011035	$1,661,013.90	2/7/2018
31865	01665434	0000011035	$1,980,654.75	2/7/2018
31865	01665436	0000011035	$1,308,903.65	2/7/2018
31865	01665484	0000011035	$2,960,303.30	2/8/2018
31865	01665485	0000011035	$2,451,165.54	2/8/2018
31865	01665486	0000011035	$1,324,553.80	2/8/2018
31865	01669222	0000011035	$1,950,306.76	2/14/2018
31865	01669223	0000011035	$2,835,622.24	2/14/2018
31865	01669224	0000011035	$1,468,060.37	2/14/2018
31865	01669263	0000011035	$957,222.27	2/15/2018
31865	01673275	0000011035	$1,625,278.14	2/22/2018
31865	01673277	0000011035	$2,143,661.30	2/22/2018
31865	01673279	0000011035	$1,217,924.43	2/22/2018
31865	01677254	0000011035	$1,496,616.53	2/28/2018
31865	01677255	0000011035	$2,130,251.79	2/28/2018
31865	01677256	0000011035	$1,238,139.14	2/28/2018
31865	01677767	0000011035	$89,543,116.87	3/2/2018
31865	01677768	0000011035	$65,772,926.78	3/2/2018
31865	01677769	0000011035	$57,721,390.28	3/2/2018
31865	01681334	0000011035	$1,408,870.34	3/7/2018
31865	01681335	0000011035	$1,915,307.81	3/7/2018
31865	01681337	0000011035	$1,264,729.96	3/7/2018
31865	01681368	0000011035	$1,046,207.41	3/9/2018
31865	01684548	0000011035	$1,670,660.39	3/14/2018
31865	01684549	0000011035	$2,586,412.21	3/14/2018
31865	01684550	0000011035	$1,391,198.22	3/14/2018
31865	01688686	0000011035	$1,480,232.67	3/21/2018
31865	01688687	0000011035	$2,097,223.17	3/21/2018
31865	01688688	0000011035	$1,172,342.26	3/21/2018
31865	01692615	0000011035	$1,437,417.49	3/28/2018
31865	01692616	0000011035	$1,998,253.77	3/28/2018

AMERIGROUP FY 2018 (Continued)

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01692617	0000011035	$1,125,766.32	3/28/2018
			$536,585,506.32	
31865	01696272	0000011035	$1,331,715.97	4/4/2018
31865	01696273	0000011035	$1,985,151.03	4/4/2018
31865	01696274	0000011035	$1,244,960.93	4/4/2018
31865	01696644	0000011035	$43,776,568.09	4/6/2018
31865	01696643	0000011035	$55,798,480.50	4/6/2018
31865	01696645	0000011035	$37,071,988.12	4/6/2018
31865	01699661	0000011035	$1,602,894.52	4/11/2018
31865	01699662	0000011035	$2,269,110.01	4/11/2018
31865	01699663	0000011035	$1,292,739.88	4/11/2018
31865	01703131	0000011035	$1,473,325.67	4/18/2018
31865	01703133	0000011035	$2,150,754.72	4/18/2018
31865	01703134	0000011035	$1,230,184.20	4/18/2018
31865	01703165	0000011035	$899,599.55	4/19/2018
31865	01706653	0000011035	$1,175,185.58	4/26/2018
31865	01706623	0000011035	$1,435,290.74	4/26/2018
31865	01706625	0000011035	$1,958,254.42	4/26/2018
31865	01706627	0000011035	$1,204,832.76	4/26/2018
31865	01710493	0000011035	$1,434,906.81	5/2/2018
31865	01710494	0000011035	$1,851,547.84	5/2/2018
31865	01710496	0000011035	$1,092,053.98	5/2/2018
31865	01710858	0000011035	$42,177,524.24	5/4/2018
31865	01710857	0000011035	$54,268,344.36	5/4/2018
31865	01710859	0000011035	$35,716,158.86	5/4/2018
31865	01713852	0000011035	$1,709,497.72	5/9/2018
31865	01713853	0000011035	$2,303,743.12	5/9/2018
31865	01713854	0000011035	$1,248,629.79	5/9/2018
31865	01717217	0000011035	$1,599,977.93	5/16/2018
31865	01717219	0000011035	$2,102,045.29	5/16/2018
31865	01717220	0000011035	$1,196,988.99	5/16/2018
31865	01717605	0000011035	$7,691,282.48	5/18/2018
31865	01717604	0000011035	$11,331,130.78	5/18/2018
31865	01717606	0000011035	$7,151,052.63	5/18/2018
31865	01720482	0000011035	$1,407,523.23	5/23/2018
31865	01720483	0000011035	$1,944,543.61	5/23/2018
31865	01720485	0000011035	$1,179,821.67	5/23/2018
31865	01721071	0000011035	$410,053.21	5/25/2018
31865	01721071	0000011035	$232.39	5/25/2018
31865	01721070	0000011035	$724,144.21	5/25/2018
31865	01721070	0000011035	$208,405.17	5/25/2018

AMERIGROUP FY 2018 (Continued)

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01721072	0000011035	$616,560.01	5/25/2018
31865	01724203	0000011035	$1,213,616.12	5/31/2018
31865	01724211	0000011035	$1,310,938.23	5/31/2018
31865	01724213	0000011035	$1,713,817.14	5/31/2018
31865	01724214	0000011035	$1,170,639.00	5/31/2018
31865	01724578	0000011035	$43,125,542.71	6/1/2018
31865	01724577	0000011035	$55,257,359.13	6/1/2018
31865	01724579	0000011035	$36,023,161.90	6/1/2018
31865	01727645	0000011035	$1,123,195.79	6/6/2018
31865	01727646	0000011035	$1,606,383.46	6/6/2018
31865	01727647	0000011035	$956,587.22	6/6/2018
31865	01728015	0000011035	$629,562.00	6/8/2018
31865	01730930	0000011035	$3,101,826.53	6/13/2018
31865	01730933	0000011035	$4,256,365.24	6/13/2018
31865	01730935	0000011035	$2,304,386.56	6/13/2018
31865	01733981	0000011035	$1,408,456.81	6/20/2018
31865	01733982	0000011035	$1,962,628.15	6/20/2018
31865	01733983	0000011035	$1,281,642.08	6/20/2018
31865	01737531	0000011035	$1,398,079.90	6/27/2018
31865	01737532	0000011035	$1,768,704.78	6/27/2018
31865	01737533	0000011035	$969,123.15	6/27/2018
			$499,849,220.91	

FY 2018 TOTAL **$1,915,278,184.66**

AMERIGROUP Tennessee, Inc. - Edison #40180

FY 2019

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01740990	0000011035	$1,220,313.86	7/5/2018
31865	01740991	0000011035	$1,669,937.72	7/5/2018
31865	01740992	0000011035	$1,091,400.14	7/5/2018
31865	01741342	0000011035	$40,372,209.20	7/6/2018
31865	01741341	0000011035	$53,856,643.73	7/6/2018
31865	01741343	0000011035	$34,381,694.64	7/6/2018
31865	01741010	0000011035	$1,071,656.25	7/9/2018
31865	01744270	0000011035	$2,475,696.39	7/11/2018
31865	01744272	0000011035	$3,429,752.32	7/11/2018
31865	01744275	0000011035	$2,264,286.77	7/11/2018
31865	01747415	0000011035	$1,578,098.04	7/18/2018
31865	01747416	0000011035	$2,162,456.11	7/18/2018
31865	01747418	0000011035	$1,244,689.27	7/18/2018
31865	01747465	0000011035	$935,500.04	7/20/2018
31865	01750741	0000011035	$1,267,789.14	7/25/2018
31865	01750743	0000011035	$1,846,589.98	7/25/2018
31865	01750744	0000011035	$1,020,787.56	7/25/2018
31865	01753984	0000011035	1,312,257.75	8/1/2018
31865	01753985	0000011035	1,982,228.49	8/1/2018
31865	01753986	0000011035	1,022,297.96	8/1/2018
31865	01754380	0000011035	39,570,950.91	8/3/2018
31865	01754379	0000011035	52,064,130.85	8/3/2018
31865	01754381	0000011035	33,746,433.73	8/3/2018
31865	01757373	0000011035	1,494,317.10	8/8/2018
31865	01757374	0000011035	1,855,489.16	8/8/2018
31865	01757377	0000011035	1,203,442.48	8/8/2018
31865	01757729	0000011035	8,165,321.19	8/10/2018
31865	01757728	0000011035	14,704,036.46	8/10/2018
31865	01757730	0000011035	10,180,737.74	8/10/2018
31865	01760426	0000011035	1,567,283.35	8/15/2018
31865	01760427	0000011035	2,050,626.95	8/15/2018
31865	01760429	0000011035	1,176,126.02	8/15/2018
31865	01763727	0000011035	1,251,659.39	8/22/2018
31865	01763728	0000011035	1,958,877.79	8/22/2018
31865	01763729	0000011035	1,157,998.14	8/22/2018
31865	01767119	0000011035	1,389,584.85	8/29/2018
31865	01767120	0000011035	1,873,464.54	8/29/2018
31865	01767121	0000011035	999,147.72	8/29/2018
31865	01767152	0000011035	1,335,498.86	8/30/2018
31865	01770654	0000011035	1,283,072.61	9/6/2018
31865	01770655	0000011035	1,894,499.69	9/6/2018
31865	01770656	0000011035	1,163,864.70	9/6/2018
31865	01770995	0000011035	41,248,674.38	9/7/2018

AMERIGROUP FY 2019 (Continued)

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01770994	0000011035	54,842,500.57	9/7/2018
31865	01770996	0000011035	35,190,589.46	9/7/2018
31865	01773715	0000011035	1,528,824.01	9/12/2018
31865	01773716	0000011035	1,913,134.55	9/12/2018
31865	01773717	0000011035	1,190,635.57	9/12/2018
31865	01776907	0000011035	1,537,555.84	9/19/2018
31865	01776908	0000011035	1,988,359.47	9/19/2018
31865	01776909	0000011035	1,280,802.69	9/19/2018
31865	01776918	0000011035	1,230,675.77	9/20/2018
31865	01780164	0000011035	1,414,396.72	9/26/2018
31865	01780165	0000011035	2,032,133.36	9/26/2018
31865	01780166	0000011035	1,069,154.11	9/26/2018
			$484,760,286.09	
31865	01783582	0000011035	1,231,114.58	10/3/2018
31865	01783585	0000011035	1,902,564.38	10/3/2018
31865	01783589	0000011035	1,008,172.83	10/3/2018
31865	01783944	0000011035	39,930,441.23	10/5/2018
31865	01783943	0000011035	52,816,647.92	10/5/2018
31865	01783945	0000011035	34,262,808.63	10/5/2018
31865	01786778	0000011035	1,493,129.25	10/10/2018
31865	01786779	0000011035	2,054,644.64	10/10/2018
31865	01786780	0000011035	1,219,418.36	10/10/2018
31865	01790052	0000011035	1,380,644.74	10/17/2018
31865	01790053	0000011035	2,047,069.13	10/17/2018
31865	01790054	0000011035	1,200,882.37	10/17/2018
31865	01793134	0000011035	2,649,294.45	10/24/2018
31865	01793135	0000011035	3,509,612.91	10/24/2018
31865	01793137	0000011035	2,106,893.10	10/24/2018
31865	01796603	0000011035	1,351,173.48	10/31/2018
31865	01796604	0000011035	1,896,150.71	10/31/2018
31865	01796605	0000011035	1,046,505.40	10/31/2018
31865	01796932	0000011035	39,757,279.36	11/2/2018
31865	01796931	0000011035	53,369,217.13	11/2/2018
31865	01796933	0000011035	34,356,510.26	11/2/2018
31865	01799648	0000011035	1,257,550.49	11/7/2018
31865	01799649	0000011035	1,833,856.94	11/7/2018
31865	01799650	0000011035	998,880.09	11/7/2018
31865	01800034	0000011035	5,319,618.02	11/9/2018
31865	01800033	0000011035	24,826,689.79	11/9/2018
31865	01800035	0000011035	2,367,284.19	11/9/2018
31865	01802993	0000011035	1,695,752.99	11/15/2018

AMERIGROUP FY 2019 (Continued)

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01802994	0000011035	2,392,792.53	11/15/2018
31865	01802995	0000011035	1,335,754.20	11/15/2018
31865	01805997	0000011035	1,119,785.74	11/21/2018
31865	01805989	0000011035	1,460,974.46	11/21/2018
31865	01805991	0000011035	2,022,753.90	11/21/2018
31865	01805992	0000011035	1,181,272.22	11/21/2018
31865	01809038	0000011035	1,397,286.00	11/28/2018
31865	01809040	0000011035	1,882,930.02	11/28/2018
31865	01809041	0000011035	973,629.14	11/28/2018
31865	01812395	0000011035	1,129,700.79	12/5/2018
31865	01812396	0000011035	1,626,492.58	12/5/2018
31865	01812397	0000011035	833,469.08	12/5/2018
31865	01812400	0000011035	1,533,806.55	12/6/2018
31865	01812750	0000011035	54,027,281.61	12/7/2018
31865	01812751	0000011035	41,621,630.53	12/7/2018
31865	01812752	0000011035	35,824,164.92	12/7/2018
31865	01815774	0000011035	1,762,503.03	12/12/2018
31865	01815775	0000011035	2,288,977.23	12/12/2018
31865	01815776	0000011035	1,293,536.37	12/12/2018
31865	01818529	0000011035	1,562,203.24	12/19/2018
31865	01818530	0000011035	2,128,282.51	12/19/2018
31865	01818532	0000011035	1,196,767.63	12/19/2018
31865	01821969	0000011035	1,396,035.51	12/28/2018
31865	01821968	0000011035	2,096,477.84	12/28/2018
31865	01821967	0000011035	1,139,317.61	12/28/2018
31865	01825037	0000011035	1,233,649.33	12/31/2018
			485,351,281.94	
31865	01825334	0000011035	48,399,843.95	1/4/2019
31865	01825333	0000011035	59,397,485.70	1/4/2019
31865	01825335	0000011035	42,610,325.93	1/4/2019
31865	01825067	0000011035	1,039,616.13	1/4/2019
31865	01825071	0000011035	1,543,861.21	1/4/2019
31865	01825074	0000011035	798,848.24	1/4/2019
31865	01827931	0000011035	1,479,294.56	1/9/2019
31865	01827932	0000011035	1,901,169.54	1/9/2019
31865	01827933	0000011035	993,129.92	1/9/2019
31865	01830687	0000011035	1,729,032.19	1/16/2019
31865	01830688	0000011035	2,220,959.62	1/16/2019
31865	01830691	0000011035	1,322,641.30	1/16/2019
31865	01833601	0000011035	2,758,038.59	1/24/2019
31865	01833607	0000011035	3,821,889.55	1/24/2019

AMERIGROUP FY 2019 (Continued)

BU	Voucher ID	Vendor ID	Amount Pd	Pymnt Date
31865	01833609	0000011035	2,351,235.59	1/24/2019
31865	01837356	0000011035	1,421,812.40	1/30/2019
31865	01837359	0000011035	2,124,703.77	1/30/2019
31865	01837360	0000011035	948,105.91	1/30/2019
31865	01837795	0000011035	62,512,813.89	2/1/2019
31865	01837796	0000011035	34,661,053.59	2/1/2019
31865	01837797	0000011035	45,157,017.79	2/1/2019
31865	01841243	0000011035	1,671,011.76	2/6/2019
31865	01841244	0000011035	2,186,683.93	2/6/2019
31865	01841245	0000011035	1,306,203.29	2/6/2019
31865	01844675	0000011035	2,022,821.31	2/13/2019
31865	01844677	0000011035	2,428,046.08	2/13/2019
31865	01844679	0000011035	1,565,197.05	2/13/2019
31865	01848433	0000011035	1,994,185.32	2/21/2019
31865	01848434	0000011035	2,395,842.14	2/21/2019
31865	01848436	0000011035	1,404,156.61	2/21/2019
31865	01848602	0000011035	1,329,617.94	2/22/2019
31865	01852266	0000011035	1,524,811.24	2/27/2019
31865	01852267	0000011035	2,173,269.63	2/27/2019
31865	01852268	0000011035	1,256,924.64	2/27/2019
31865	01852658	0000011035	62,190,350.92	3/1/2019
31865	01852659	0000011035	52,017,147.30	3/1/2019
31865	01852660	0000011035	45,651,174.20	3/1/2019
31865	01856135	0000011035	1,894,502.02	3/6/2019
31865	01856137	0000011035	2,182,631.05	3/6/2019
31865	01856138	0000011035	1,299,973.68	3/6/2019
31865	01856163	0000011035	1,576,479.38	3/8/2019
31865	01859734	0000011035	2,030,723.49	3/13/2019
31865	01859736	0000011035	2,415,821.64	3/13/2019
31865	01859738	0000011035	1,601,258.76	3/13/2019
31865	01863519	0000011035	1,756,023.72	3/20/2019
31865	01863521	0000011035	2,349,509.89	3/20/2019
31865	01863522	0000011035	1,430,230.76	3/20/2019
31865	01866969	0000011035	1,633,389.02	3/27/2019
31865	01866970	0000011035	2,154,446.49	3/27/2019
31865	01866971	0000011035	1,151,237.93	3/27/2019
			525,786,550.56	

FY 2019 TOTAL $1,495,898,118.59

AmeriGroup Sanction Report					
Item Id	**OCCP Sanction Reason For Assessment**	**OCCP Sanction Assessment Start Date**	**OCCP Sanction Assessment End Date**	**Total amount of Assessment**	**OCCP Sanction Recoup Date**
SAN_008121	Late ORR Response	2/7/2015	2/9/2015	$ 300.00	3/20/2015
SAN_008264	Late Report	4/30/2015	4/30/2015	$ 100.00	5/15/2015
SAN_008448	Failure to achieve accuracy rates - Telephone Numbers	4/1/2015	6/30/2015	$ 5,000.00	10/23/2015
SAN_008563	Failure to achieve accuracy rates - Telephone Numbers	7/1/2015	9/30/2015	$ 5,000.00	1/8/2016
SAN_008761	Failure to meet required benchmarks	1/1/2016	1/31/2016	$ 25,000.00	6/17/2016
SAN_008810	Failure to achieve accuracy rates - Telephone Numbers	1/1/2016	3/31/2016	$ 5,000.00	7/1/2016
SAN_008870	Failure to meet required benchmarks	4/1/2016	6/30/2016	$ 550,000.00	9/30/2016
SAN_008921	Failure to achieve accuracy rates - Telephone Numbers	4/1/2016	6/30/2016	$ 5,000.00	9/30/2016
SAN_009011	Failure to achieve accuracy rates - Telephone Numbers	7/1/2016	9/30/2016	$ 5,000.00	1/6/2017
SAN_009107	Failure to achieve accuracy rates - Telephone Numbers	10/1/2016	12/31/2016	$ 5,000.00	4/7/2017
SAN_009160	Failure to meet 80% rates. See Letter	10/1/2015	9/30/2016	$ 50,000.00	5/5/2017
SAN_009274	Failure to achieve accuracy rates - Telephone Numbers	1/1/2017	3/31/2017	$ 5,000.00	7/7/2017
SAN_009315	Failure to comply with the mailing time frames for providing the Member Newsletter as required.	4/1/2017	6/30/2017	$ 5,000.00	9/1/2017
SAN_009367	Failure to achieve accuracy rates - Telephone Numbers	4/1/2017	6/30/2017	$ 5,000.00	10/6/2017
SAN_009466	Failure to achieve accuracy rates - Telephone Numbers	7/1/2017	9/30/2017	$ 5,000.00	1/5/2018
SAN_009581	Failure to achieve accuracy rates - Telephone Numbers	10/1/2017	12/31/2017	$ 5,000.00	4/6/2018

AmeriGroup Sanction Report					
Item Id	**OCCP Sanction Reason For Assessment**	**OCCP Sanction Assessment Start Date**	**OCCP Sanction Assessment End Date**	**Total amount of Assessment**	**OCCP Sanction Recoup Date**
SAN_009631	Failure to provide an acceptable corrective action plan	4/5/2018	4/11/2018	$ 3,500.00	5/4/2018
SAN_009632	Late deliverable	4/19/2018	4/19/2018	$ 100.00	5/4/2018
SAN_009751	Late ORR Response	8/24/2018	8/24/2018	$ 100.00	11/2/2018
SAN_009756	Late Response	9/7/2018	9/7/2018	$ 100.00	11/2/2018
SAN_009760	Failure to achieve accuracy rates - Telephone Numbers	4/1/2018	6/30/2018	$ 5,000.00	11/2/2018
SAN_009824	Late ORR Response - 15 days late	11/21/2018	12/7/2018	$ 1,500.00	1/4/2019
SAN_009866	Late ORR Response	2/2/2019	2/12/2019	$ 1,100.00	3/1/2019

$ 691,800.00