# CONTRACT AMENDMENT COVER SHEET

| Agency Tracking # | Edison ID | Contract # | Amendment # |
|---|---|---|---|
| 31865-00261 | 31455 | NC1338892 | 03 |

| Contractor Legal Entity Name | Edison Vendor ID |
|---|---|
| Tennessee Rural Health Recruitment and Retention Center<br>d/b/a Tennessee Rural Partnership | 0000141870 |

**Amendment Purpose & Effect(s)**

Updates Scope and Extends Term – No Cost Contract

**Amendment Changes Contract End Date:** ☒ YES ☐ NO **End Date:** June 30, 2017

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

**Funding —**

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---|---|---|---|---|---|
| 2013 | | | | | $0.00 |
| 2014 | | | | | $0.00 |
| 2015 | | | | | $0.00 |
| 2016 | | | | | $0.00 |
| 2017 | | | | | $0.00 |
| **TOTAL:** | | | | | **$0.00** |

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

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

| Speed Chart (optional) | Account Code (optional) |
|---|---|
| | |

*CPO USE*

**AMENDMENT #3**
**OF NO COST CONTRACT NC1338892**
**BETWEEN THE STATE OF TENNESSEE,**
**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**BUREAU OF TENNCARE**
**AND**
**TENNESSEE RURAL HEALTH RECRUITMENT AND RETENTION CENTER**
**d/b/a TENNESSEE RURAL PARTNERSHIP**

This No Cost Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Bureau of TennCare, hereinafter referred to as the 'State" or "TennCare" and Tennessee Rural Health Recruitment and Retention Center, d/b/a Tennessee Rural Partnership, (a subsidiary of Tennessee Hospital Association, hereinafter referred to as the "Contractor" or "Rural Partnership". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject No Cost Contract is hereby amended as follows:

1. Delete Contract Section A.3 in its entirety and replace with the following:

   A. 3. The Contractor shall target major areas of need across the state of Tennessee to include primary care clinicians training in primary care GME programs, nurse practitioners, physician assistants, behavioral health providers, or other clinicians; all with a primary, but not exclusive, focus on Tennessee residents and the underserved communities defined by the size of the gap of healthcare providers, rural and urban distinctions, or other defining characteristics.

2. New Contract Section is added as A.9:

   A.9. In addition to the rural recruitment incentive programs identified above, effective July 1, 2016, the Contractor shall implement the newly designed Rural Practice Incentive Program for Communities. Practice Site Guidelines are located in this contract as Attachment C.

3. Contract Section B.1 is deleted in its entirety and replaced with the following:

   B.1. This Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2017.

4. Attachment C is added as new Contract Attachment, Rural Practice Incentive Program for Communities, Practice Site Guidelines.

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

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

... .VITNESS WHEREOF,

**TENNESSEE RURAL HEALTH RECRUITMENT AND RETENTION CENTER**
**d/b/a TENNESSEE RURAL PARTNERSHIP**
**(a subsidiary of Tennessee Hospital Association)**

William P. Jolley — 4-15-16

**CONTRACTOR SIGNATURE** — **DATE**

**BILL JOLLEY, VICE-PRESIDENT** — Bill Jolley Vice-President

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION**
**BUREAU OF TENNCARE:**

Larry B. Martin/CD — 4/19/2016

**LARRY B. MARTIN, COMMISSIONER** — **DATE**

# Rural Practice Incentive Program for Communities
## PRACTICE SITE GUIDELINES

**Program Goals:**

1) To enable rural practice sites to offer monetary incentives that will bring established qualified primary care physicians into areas of need.
2) To contribute to the retention of rural physicians.
3) To support the workforce network of rural practice sites in their efforts to build the healthcare workforce in rural Tennessee communities.

**Practice-Centered:**

This program is open only to practice sites in rural Tennessee communities. Eligible sites include: critical access hospitals, federally qualified health centers, rural health clinics, health departments providing primary care, faith-based clinics, or private practices located in rural Tennessee communities.

**Amount Available:**

Up to $30,000 per site *Site may not apply more than once in a two-year period.*

**Award Criteria**:

•Site must be an established practice site that has entered their job opportunity into TRP's job database, AND
•Site must have been working to recruit a physician for two years or more
OR demonstrates an immediate need for a physician because of a retirement, death, etc.
•Site must currently take TennCare patients and the physician must accept TennCare patients

**Provider Eligibility:** Site must be hiring a physician who is:

•A primary care board-certified physician, either MD or DO, who has been practicing for five or more years.
•Provider must be full time (32 hours or more per week) primary care.
•Agrees to remain at the participating practice site a minimum of two years.

•Has a current permanent unrestricted Tennessee medical license or has applied for license.

•Primary care disciplines eligible are: family practice, internal medicine, internal medicine/pediatrics, pediatrics, or obstetrics/gynecology. Some specialists may be considered if they can be proved to be essential to the delivery of primary care continuity in underserved areas. Examples might be: general surgery, hospitalists, etc. depending upon the needs of the site/community.

**Approved Use of Funds**:

Must use for either 1, 2 or both:

1. Sign-on bonus for physician AND/OR
2. Enhancement of physician benefits (insurance, relocation expenses, provision of locum tenens to provide coverage for vacation coverage or mission trips coverage, etc.)

Other potential uses (not required, but may be considered):

3. Acquisition of equipment necessary for improved provision of care
4. Other (site may specify other ways they would use the funds to attract/retain a physician)

**Application Process:**

Practice sites will access the application form through TRP's web site. Applications will be reviewed quarterly by the TRP Community Incentive Committee, based on the criteria listed above. Applications must be received 14-days prior to the scheduled review meeting to be considered in the current cycle. Practice sites will be limited to one application every two years, unless exceptional circumstance can be documented. Applications due by: March 17; June 16; September 16; December 17

**Required Reporting**: The physician hired must request that the practice administrator provide statistics for a quarterly report that shows the number of TennCare, uninsured, Medicare, and other patients served by the practice each quarter.

**Award Payment:**

The site administrator will sign a contract that includes details about the distribution of the funds as agreed upon. Payment will be sent to the practice site in one lump sum based on contract agreement date.

# CONTRACT AMENDMENT COVER SHEET

| Agency Tracking # | Edison ID | Contract # | Amendment # |
|---|---|---|---|
| 31865-00261 | 31455 | NC1338892 | 02 |

| Contractor Legal Entity Name | Edison Vendor ID |
|---|---|
| Tennessee Rural Health and Recruitment and Retention Center d/b/a Tennessee Rural Partnership | 0000141870 |

**Amendment Purpose & Effect(s)**

Extends Term and Updates Communications and Contacts Clause

**Amendment Changes Contract End Date:** ☒ YES ☐ NO **End Date:** June 30, 2016

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

**Funding —**

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---|---|---|---|---|---|
| 2013 | | | | | $0.00 |
| 2014 | | | | | $0.00 |
| 2015 | | | | | $0.00 |
| 2016 | | | | | $0.00 |
| | | | | | |
| TOTAL: | | | | | **$0.00** |

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

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

| Speed Chart (optional) | Account Code (optional) |
|---|---|
| | |

*CPO USE*

**AMENDMENT #2**
**OF NO COST CONTRACT NC1338892**
**BETWEEN THE STATE OF TENNESSEE,**
**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**BUREAU OF TENNCARE**
**AND**
**TENNESSEE RURAL HEALTH RECRUITMENT AND RETENTION CENTER**
**d/b/a TENNESSEE RURAL PARTNERSHIP**

This No Cost Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Bureau of TennCare, hereinafter referred to as the 'State" or "TennCare" and Tennessee Rural Health Recruitment and Retention Center, d/b/a Tennessee Rural Partnership, (a subsidiary of Tennessee Hospital Association, hereinafter referred to as the "Contractor" or "Rural Partnership". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject No Cost Contract is hereby amended as follows:

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

   B.1. This Contractor shall be effective for the period beginning July 1, 2012, and ending on June 30, 2016.

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

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

   The State:

   Deputy Commissioner
   Department of Finance and Administration
   Bureau of TennCare
   310 Great Circle Road
   Nashville, TN 37243
   Telephone # (615) 507-6443
   FAX # (615) 741-0882

   The Contractor:

   Cindy Siler, Deputy Executive Director
   Tennessee Rural Partnership
   5201 Virginia Way
   Brentwood, TN 37027
   cindy.siler@tnrp.org
   Telephone # (615) 242-7072

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

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

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**TENNESSEE RURAL HEALTH RECRUITMENT AND RETENTION CENTER**
**d/b/a TENNESSEE RURAL PARTNERSHIP**
**(a subsidiary of Tennessee Hospital Association)**

| | |
|---|---|
| | 19 Apr 15 |
| **CONTRACTOR SIGNATURE** | **DATE** |
| **CRAIG A. BECKER, PRESIDENT** | |
| **PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)** | |

**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION**
**BUREAU OF TENNCARE:**

| | |
|---|---|
| | 4/22/2015 |
| **LARRY B. MARTIN, COMMISSIONER** | **DATE** |

# CONTRACT AMENDMENT COVER SHEET

| Agency Tracking # | Edison ID | Contract # | Amendment # |
|---|---|---|---|
| 31865-00261 | 31455 | NC1338892 | 01 |

| Contractor Legal Entity Name | Edison Vendor ID |
|---|---|
| Tennessee Rural Health and Recruitment and Retention Center d/b/a Tennessee Rural Partnership | 0000141870 |

**Amendment Purpose & Effect(s)**

Extends Term

**Amendment Changes Contract End Date:** ☒ YES ☐ NO **End Date:** June 30, 2015

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

**Funding —**

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---|---|---|---|---|---|
| 2013 | | | | | $0.00 |
| 2014 | | | | | $0.00 |
| 2015 | | | | | $0.00 |
| | | | | | |
| | | | | | |
| TOTAL: | | | | | **$0.00** |

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

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

*CPO USE*

**Speed Chart** (optional)

**Account Code** (optional)

**AMENDMENT #1**
**OF NO COST CONTRACT NC1338892**
**BETWEEN THE STATE OF TENNESSEE,**
**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**BUREAU OF TENNCARE**
**AND**
**TENNESSEE RURAL HEALTH RECRUITMENT AND RETENTION CENTER**
**d/b/a TENNESSEE RURAL PARTNERSHIP**

This No Cost Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Bureau of TennCare, hereinafter referred to as the 'State" or "TennCare" and Tennessee Rural Health Recruitment and Retention Center, d/b/a Tennessee Rural Partnership, (a subsidiary of Tennessee Hospital Association, hereinafter referred to as the "Contractor" or "Rural Partnership". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject No Cost Contract is hereby amended as follows:

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

   B.1. This Contractor shall be effective for the period beginning July 1, 2012, and ending on June 30, 2015.

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

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

   The State:

   Deputy Commissioner
   Department of Finance and Administration
   Bureau of TennCare
   310 Great Circle Road
   Nashville, TN 37243
   Telephone # (615) 507-6443
   FAX # (615) 741-0882

   The Contractor:

   Cindy Siler, Deputy Executive Director
   Tennessee Rural Partnership
   5201 Virginia Way
   Brentwood, TN 37027
   cindy.siler@tnrp.org
   Telephone # (615) 242-7072

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

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

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**TENNESSEE RURAL HEALTH RECRUITMENT AND RETENTION CENTER**
**d/b/a TENNESSEE RURAL PARTNERSHIP**
**(a subsidiary of Tennessee Hospital Association)**

23 Apr 14

**CONTRACTOR SIGNATURE** **DATE**

**CRAIG A. BECKER, PRESIDENT**

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION**
**BUREAU OF TENNCARE:**

Larry B. Martin/CD 4/28/2014

**LARRY B. MARTIN, COMMISSIONER** **DATE**

# CONTRACT

(no cost contract, involving no monetary obligation between the parties, with an individual, business, non-profit, or government entity of another state or country)

| Begin Date | End Date | Agency Tracking # | Edison ID |
|---|---|---|---|
| July 1, 2012 | June 30, 2014 | 31865-00261 | 31455 |

| Contractor Legal Entity Name | Edison Vendor ID (optional) |
|---|---|
| Tennessee Rural Health and Recruitment and Retention Center d/b/a Tennessee Rural Partnership | 0000141870 |

**Service Caption**

Recruitment and Retention Program matching medical school residents and rural communities

**Ownership/Control**

- ☐ African American
- ☐ Asian
- ☐ Hispanic
- ☐ Native American
- ☐ Female
- ☐ Person w/Disability
- ☐ Small Business
- ☐ Government
- ☒ NOT Minority/Disadvantaged
- ☐ Other:

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

| | |
|---|---|
| ☐ RFP | The procurement process was completed in accordance with the approved RFP document and associated regulations. |
| ☐ Competitive Negotiation | The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria. |
| ☐ Alternative Competitive Method | The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria. |
| ☒ Non-Competitive Negotiation | The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price. |
| ☐ Other | The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class." |

*OCR USE - NC*

NC1338892

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
TENNESSEE RURAL HEALTH RECRUITMENT AND RETENTION CENTER
d/b/a TENNESSEE RURAL PARTNERSHIP

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" or "TennCare" and Tennessee Rural Health Recruitment and Retention Center d/b/a Tennessee Rural Partnership, hereinafter referred to as the "Contractor," or "Rural Partnership" is for the provision of a Recruitment and Retention Program matching residents and rural communities, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Non-Profit Corporation.
Contractor Place of Incorporation or Organization: Tennessee

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. The Contractor shall manage the organized recruitment and retention activities in the rural and underserved areas of Tennessee. This shall be accomplished by contracting with the following four (4) universities in Tennessee that have Graduate Medical Education (GME) programs: East Tennessee State University, Meharry Medical College, University of Tennessee Health Sciences Center and Vanderbilt University Medical Center. Each of these schools will forward, upon approval by TennCare, appropriate funding to the Contractor for recruitment and retention activities.

A. 3. The Contractor shall target major areas of need across the state of Tennessee to include primary care clinicians training in primary care GME programs, nurse practitioners, physician assistants, or other clinicians; all with a primary, but not exclusive, focus on Tennessee residents and the underserved communities defined by the size of the gap of healthcare providers, rural and urban distinctions, or other defining characteristics.

A. 4. The Contractor shall implement and monitor the 2012-2014 Tennessee Workforce Initiative Business Plan (Attachment B) with the following Objectives:

a. To position the recruitment and retention activities of the Contractor so that local leaders look to the Initiative as their principle resource for addressing their community's primary healthcare workforce needs.

b. To expand clinician recruitment and placement efforts to address the unmet need in rural and underserved areas of the state with a primary, but not exclusive, focus on Tennessee GME trainees.

c. To serve as the central information and referral clearinghouse on the healthcare workforce needs of underserved communities.

A.5. The Contractor shall convene a task force /advisory group to discuss the current status of statewide workforce data and a method for tracking, including establishing a statewide system to include:

a. Survey characteristics of other state tracking systems

b. Completing report on variables to be tracked, by whom and why; and

c. Conduct a tracking test to annually identify practice locations and post-graduate fellowships for residents

A.6. The Contractor shall be responsible for implementing the Primary Care Incentive Programs which shall include the following components:

a. Conducting a survey of previous stipend awardees and designated medical school representatives to identify recommendations for potential changes;

b. Clarifying minimum incentives contract standards with TennCare;

c. Reviewing 2012-2014 Tennessee Workforce Initiative Business Plan recommendations on combined marketing programs for the incentive programs; and

d. Discussing potential collaboration and conflicts with other rural placement and practice incentive programs to identify potential marketing links.

A.7. The Contractor shall report to TennCare, no less than quarterly, as to the progress of the corporation, with specific emphasis on the Incentive Programs, outreach activities, on-going rotation locations with any confirmed resident assignments, and placements.

A.8. The Bureau of TennCare shall, at a minimum throughout the term of this Contract, provide the following:

a. Contract with each of the GME schools to provide funding in an amount not to exceed Five Hundred Thousand Dollars ($500,000.00) to each school annually, with requirement to forward these funds to the Tennessee Rural Partnership via a contract for utilization in Recruitment and Retention activities. The total amount of funds distributed by TennCare among the four (4) schools shall total no more than Two Million Dollars ($2,000,000.00) annually.

b. Review and approve the Contractor's annual budget associated with GME funds;

c. Have an on-going dialogue with the Contractor involving the application process for incentives; the screening and selection of candidates; payment of the incentives, including the processes and penalties applied should the candidate default on the placement agreement; as well as the utilization of fees in the continuation of the program, and

d. Meet with the Contractor no less than quarterly to, at a minimum, review initiatives taken to complete the scope of this Contract and discuss activities involving placing clinicians in underserved areas of Tennessee.

**B. CONTRACT PERIOD:**

B.1. This Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2014.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract period of no more than five (5) years, provided that such an extension of the contract period is effected prior to the current, contract expiration date by means of a contract amendment.

C. **PAYMENT TERMS AND CONDITIONS:**

There shall be no cost to the State for the performance of services under this contract.

D. **STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a

breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

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

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

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

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

D.9. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

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

The State:

Deputy Commissioner
Department of Finance and Administration
Bureau of TennCare
310 Great Circle Road
Nashville, TN 37243
Telephone # (615) 507-6443
FAX # (615) 741-0882

The Contractor:

Craig A. Becker, President
Tennessee Rural Partnership
(a subsidiary of Tennessee Hospital Association)
500 Interstate Blvd. South
Nashvillle, TN 37210
cbecker@tha.com
615-256-8240

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

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

E.4. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

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

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

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

E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

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

**IN WITNESS WHEREOF,**

**TENNESSEE RURAL HEALTH AND RECRUITMENT AND RETENTION CENTER**
**D/B/A TENNESSEE RURAL PARTNERSHIP**
**(a subsidiary of Tennessee Hospital Association)**

| | |
|---|---|
| | 18 Apr 12 |
| **CONTRACTOR SIGNATURE** | **DATE** |
| **Craig A. Becker, President** | |
| **PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)** | |

**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**BUREAU OF TENNCARE:**

| | |
|---|---|
| Mark A. Emkes/CD | 4/18/2012 |
| **Mark A. Emkes, Commissioner** | **DATE** |

ATTACHMENT A

# ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|---|---|
| SUBJECT CONTRACT NUMBER: | |
| CONTRACTOR LEGAL ENTITY NAME: | Tennessee Rural Health Recruitment & Retention Center |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number) | 20-3037016 |

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

William P. Jolley

CONTRACTOR SIGNATURE

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

**William P. Jolley, Executive Director**

PRINTED NAME AND TITLE OF SIGNATORY

**May 21, 2012**

DATE OF ATTESTATION

ATTACHMENT B

**Primary Care Access Initiative**
**Business Plan**

## Overview

The Primary Care Access Initiative represents a new effort between Tennessee Hospital Association and Tennessee Rural Partnership with a focus on matching the healthcare needs of Tennessee's rural and underserved communities with primary care clinicians who have an interest in serving those areas of the state. The impact of a successful effort will be an improved level of access to healthcare across Tennessee, specifically in these affected communities.

***The mission of the Initiative will be to maximize access to primary care in rural and underserved areas of Tennessee.***

Since 2006, the work of the Initiative has operated as Tennessee Rural Partnership (a.k.a. The Rural Partnership) through a scope of effort agreement funded through Tennessee's four allopathic medical schools by the State of Tennessee and Centers for Medicare and Medicaid Services under Graduate Medical Education allocation.

Recent changes in the way funding is to be allocated, coupled with the Bureau of TennCare's openness to new and flexible approaches for bringing primary care clinicians to underserved areas, speaks to the need for refining and expanding the Initiative's focus.

This work will build on the accomplishments of TRP's independent efforts over the past five years. This includes relationships with key stakeholders in underserved areas and channels of communication within Tennessee's graduate medical education programs, as well as other sources of clinicians.

## Scope

Currently, TRP matches and places clinicians with rural and underserved locations in need. In addition, TRP has a grant through the Health Resources and Services Administration, which advances TRP's primary mission by providing financial support for resident and community expenses related to rural rotations. As required by the terms of the grant, this effort operates as the Workforce Development Network within TRP's existing structure. The Workforce Development Network is also charged with all components for rural rotations, including community relationships and identification of preceptors while strengthening residency program relationships in each region of the state.

TRP's efforts have resulted in the placement of 48 clinicians since 2006. Of these placements, 20 were made in FY2010 alone, which suggests an upward trajectory of success.

Of all placements, 35 have been physicians from the 26 medical residency programs in Tennessee. Additionally, TRP has overseen the awarding of 33 stipends and the completion of 35 medical resident rotations.

TRP's efforts help introduce physicians to the rural setting and raise awareness of healthcare issues in these areas, in the hopes some will be interested in establishing a rural practice in Tennessee.

TRP's average annual operating budget since 2006 is approximately $680,000. With approximately 35 percent of the annual $2 million GME allocation unused in 2010, it is clear greater results can be obtained given more flexibility from the Bureau of TennCare, as well as enhanced strategies and tactics to achieve the goals. Clear and written direction from the Bureau will be necessary to fully execute these expanded efforts.

With the funding being redirected through the Tennessee Hospital Association effective January 1, 2012, an opportunity exists to leverage the brand, partnerships and experience of TRP and the resources of THA and its members to achieve greater results.

In addition to the administrative support available through THA, TRP's ability to attract additional funding and influence public policy is enhanced by THA's position in the state's healthcare community.

Accordingly, a revised Scope of Effort with the TennCare Bureau will be developed that is characterized by these parameters:

- Provide maximum flexibility in increasing primary care access
- Stipulate a primary, but not exclusive, focus on placement of medical residents training in Tennessee
- Permit placement activity and financial incentives such as stipends for other clinicians

**Need**

For three consecutive years, TRP conducted a Demand Assessment Survey of community-based providers. Respondents included community health centers, county health departments, hospitals and independent practices from across Tennessee. Over the three years, approximately 10 percent of all providers in the state reported information for the survey.

Results from the 2007, 2008 and 2009 Demand Assessment Surveys show an average of 36 percent of respondents each year were actively recruiting for physician positions. In addition, reported information for each year showed 22 percent of respondents were recruiting for advanced practice nurses or physician assistants.

Based on reported information in the three Demand Assessment Surveys, the specialties with the greatest number of vacancies were (in ranked order):

1. Family Medicine
2. Internal Medicine
3. Orthopedic Surgery
4. Pediatrics
5. General Surgery
6. Obstetrics/Gynecology

Also according to the three surveys, the top specialties being recruited for current or anticipated openings were (in ranked order):

1. Family Medicine
2. Internal Medicine
3. Orthopedic Surgery
4. Cardiovascular Disease
5. Pediatrics

Looking forward, a review of the survey methodology will be necessary in an effort to increase response rates for all provider types.

Perhaps even more pressing than current recruitment efforts is the anticipated need for clinicians as a result of fully implemented healthcare reform in 2014. Estimates suggest patient demand in Tennessee will increase by some 650,000 individuals, with significant impact in rural and underserved areas that are already struggling to meet the healthcare needs of the community.

**Markets Served**

While the communities in need represent the broad market, two distinct markets exists with regard to clinician matching, which are the mission of the Initiative.

1. **Underserved communities.** Market segments might be defined by the size of the gap of healthcare providers, rural and urban distinctions, or other defining characteristics. Key stakeholders for these markets would be defined as elected, business, civic and healthcare leaders in the respective communities.

2. **Primary care clinicians.** Specific segments within this market include Tennessee primary care GME programs, nurse practitioners, physician assistants or other physicians, all with a primary, but not exclusive, focus on Tennessee residents.

**Market Considerations**

An effective partnership with the Tennessee Department of Health could allow TRP participants to transition into the TDOH programs and therefore remain in rural communities. THA can help establish such a partnership. TRP's effectiveness would be further enhanced if clinicians viewed the organization as the critical information source for sorting through their options.

At present, TDOH has recently initiated a similar physician recruitment and placement effort for its county health departments and other locations. This presents an opportunity to collaborate with TDOH to create compatible programs which maximize the efforts of both organizations.

TDOH also has a sole-source agreement with the Rural Recruitment and Retention Network (3RNET). TRP's efforts could be better managed with full access to 3RNET. THA's existing relationships within TDOH can help facilitate improved collaboration on the 3RNET system..

The National Health Service Corps (for designated Health Professional Shortage Areas) and the State Loan Repayment Program administered by TDOH also provide financial incentives through their loan forgiveness programs. These programs offer greater financial incentive than TRP ($35,000 per year) and are restricted to those physicians in nonprofit practices. Furthermore, these are only available at completion of residency.

**Strategies and Goals**

The need for more clinicians in the rural and underserved areas of the state is clear. The needs of the underserved communities and the desire of clinicians to serve in those areas are the drivers that shape what the Initiative does.

Accordingly, three strategies have been identified to address the targeted markets and accelerate the matching of clinicians with communities. These strategies reflect the intent to take advantage of the brands of both TRP and THA and expand collaborative efforts with other organizations and government entities.

**Strategy 1** – Position TRP so that local leaders look to the Initiative as their principle resource for addressing their community's primary healthcare workforce needs.

Goal 1. Expand the current community network to include key stakeholders in every underserved community in the state

Goal 2. Develop economic impact data on the health care workforce as part of the community education effort

Goal 3. Expand the nature and frequency of communication with key stakeholders to include information about available candidates, on-site programs, telecommunication, and other approaches

Goal 4. Educate communities and key stakeholders about marketing to candidates, recruitment and retention practices and scope of practice requirements to better identify community needs.

**Strategy 2** – Expand clinician recruitment and placement efforts to address the unmet need in rural and underserved areas of the state with a primary, but not exclusive, focus on Tennessee GME trainees.

Goal 1. Expand efforts to include nurse practitioners and physician assistants, as well as GME trainees and physicians in other states who match the needs defined in the community profiles (with a special target being those formerly from Tennessee)

Goal 2. Increase the pool of funds for incentives to place residents in rural practice and in rural rotations while still in training

Goal 3. Integrate the various state and federal financial incentive programs in the recruiting process to provide prospective clinicians with a seamless source of information

**Strategy 3** – Serve as the central information and referral clearing house on the health care work force needs of underserved communities

Goal 1. Establish the methodology that makes information accurate, up to date, accessible and capable of being analyzed to guide future actions.

Goal 2. Capture workforce data on clinicians currently in practice (counts and demographics) and data on coverage gaps.

Goal 3. Develop community profiles for those with demonstrated need related to health care coverage, employers and community information such as economy, population data on health and education levels, and community assets such as schools and recreation.

Goal 4. Create a community-accessible blind data inventory of available clinicians across the state, including desired placement location and anticipated date of availability.

**Performance Targets**

For the 2012 calendar year, the following performance targets have been established:

**Table 1. Projected Outcome Targets by Year – Placements***

| Item To Measure | Baseline 2010-11 | Comments | Year One 2012 | Year Two 2013 | Year Three 2014 |
|---|---|---|---|---|---|
| **GME Trainees** | 15 | The annual average for residents placed over the 4 Years = 9.75 | 17 | 20 | 25 |
| **NPs and PAs** | 3 | The annual average for residents placed over the 4 years = 2 | 5 | 6 | 8 |
| **Other Physician Candidates** | 2 | The annual average for residents placed over the 4 years = 1 | 3 | 4 | 5 |
| **TOTAL PLACEMENTS** | 20 | Based on % increase | 25 | 30 | 38 |
| **Notes** | | | Projecting 10% increase | Projecting 20% increase | Projecting 25% increase |
| **Practice Sites engaged in the TRP system**** | 127 existing | | 23 new sites = 150 | 50 new sites = 200 | 50 new sites = 250 |
| **Clearinghouse** | | | Design & launch | Promote, adjust and coordinate with state officials | Add/update features |

*A placement is considered to be the process completion of referring a candidate to a practice site; a match that lead to a referral that resulted in the candidate taking the position with a contract for employment negotiated.

**A practice site is defined as a location that has entered vacant position(s) in the TRP system; this could be a community that does not have a medical provider at all but is most likely some type of clinic or hospital.

**TABLE 2. PROJECTED OUTCOME TARGETS BY YEAR – INCENTIVES***

| Item To Measure | Baseline 2010-11 | Comments | Year One 2012 | Year Two 2013 | Year Three 2014 |
|---|---|---|---|---|---|
| **GME Trainees** | 14 | Stipends are dependent on the # of eligible residents in any given year | 16 | 18 | 22 |
| **NPs and PAs** | 0 | A new program will be established for mid-level providers | 3 | 6 | 8 |
| **Other Physician Candidates** | 0 | A new program will be established for communities to bring a seasoned provider in | 1 | 2 | 5 |
| **Total Stipends** | 14 | Based on % increase | 20 | 26 | 25 |
| **Notes** | | | Projecting 10% increase | Projecting 10% increase | Projecting 20% increase |

*An incentive is considered to be any type of enticement or encouragement, financial or otherwise, utilized to support the placement of a candidate in a rural area.

TABLE 3. PROJECTED OUTCOME TARGETS BY YEAR – ROTATIONS*

| Item To Measure | Baseline 2010-11 | Comments | Year One 2012 | Year Two 2013 | Year Three 2014 |
|---|---|---|---|---|---|
| **GME Trainees** | 30 | The Base line is a compilation of the "pilot" and HRSA rotations | 38 | 46 | 30 |
| **NPs and PAs** | 0 | No mid-level rotations have been approved by the HRSA grant & a new program will need to be established | 3 | 6 | 8 |
| **Other Physician Candidates** | 0 | Only out of state residents would be eligible for this new program, will need to be developed | 1 | 2 | 3 |
| **Total Rotations** | 30 | The projections in this section are truly guesstimates | 42 | 56 | 41 |
| **Notes** | | | | Last year of HRSA grant support | |

*A rotation is considered to be a formal opportunity for a trainee (a medical resident or other professional health clinician student) to spend training time in a rural setting. An

approved preceptor must be in place before a rotation can be initiated and the length of the rotation is determined by the program director, the preceptor and the trainee.

**Performance Measures**

In order to effectively evaluate the performance targets outlined above, specific performance measures are needed. These should include comprehensive and quantifiable tracking of staff activities and efforts supported by the funding. Examples include:

- Number of candidates entered into Practice Sights
- Referrals made
- Interviews/meetings conducted
- Presentations given
- Outreach efforts with communities
- Stakeholders reached

**Financial *Pro Forma***

Through working with THA, TRP intends to use all allocated funds during 2012 and work towards expanding financial resources in 2013, 2014 and beyond by pursuing appropriate grant opportunities. The following *pro forma* reflects known information for 2012 and anticipated funding results for out years.

Table 4. Three Year Pro Forma

| Revenue | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| GME allocation | $2,000,000 | $2,000,000 | $2,000,000 |
| Other grants | $200,000 | $400,000 | $750,000 |
| Miscellaneous | $7,500 | $10,000 | $10,000 |
| Total | $2,207,500 | $2,410,000 | $2,760,000 |
| Expenses | | | |
| Administration and operations | $160,000 | $160,000 | $165,000 |
| Clearing house | $150,000 | $125,000 | $75,000 |
| Clinician recruiting and placement | $475,000 | $450,000 | $495,000 |
| Practice site engagement | $410,000 | $350,000 | $375,000 |
| Grant writing | $50,000 | $50,000 | $50,000 |
| Total general and administrative | $1,245,000 | $1,135,000 | $1,160,000 |
| Financial incentives* | $900,000 | $1,250,000 | $1,500,000 |
| Total | $2,145,000 | $2,385,000 | $2,660,000 |
| Surplus/Deficit | $62,500 | $25,000 | $100,000 |

* Increases in financial incentives are directly tied to increased grant income and G & A efficiencies that may occur over time.

**Operational Plans**

1. Practice Site Engagement

    a. Expand current partner relationships with the state's medical schools, Tennessee Primary Care Association, THA, NHSC and TDOH to include additional

organizations (i.e., Tennessee Department of Economic and Community Development, Tennessee Chamber of Commerce, Association of County Mayors, Regional Health Councils, and Tennessee Department of Labor and Workforce Development)

b. Cultivate relationships in targeted communities with key community leaders and stakeholders in the local health care landscape

c. Educate target communities about effective clinician recruiting and retention strategies

2. Clinician Recruitment and Placement

a. Recruiting

i. Build on medical school relationships to insure meaningful access to students and residents

ii. Cultivate relationship with Nurse Practitioner and PA training programs to gain meaningful access to students

iii. Increase prospect pool by utilizing professional associations and network connections

iv. Increase the prospect pool by obtaining unlimited access to 3RNET

b. Financial Incentives

i. Provide TN Medical Residents with stipends with flexible terms that reflect market forces (currently determined to be $35,000/yr)

ii. Provide TN PAs, NPs, other residents, and physicians, with financial incentives that reflect market forces

iii. Increase rural based rotations to build resident affinity with the rural experience using financial incentives that reflect market forces

iv. Maximize coordination with other incentive programs such as hospital and clinic incentives and state and federal loan programs

3. Clearing House Data Base

a. Establish data elements that reflect workforce data, community information, and clinician data and data base architecture that provides security, ease of use and change, and supports data mining

b. Design data capture methodology for building and maintaining a comprehensive data base

c. Pilot data base by year end

**Staffing**

1. Job descriptions

    a. Executive Director – Oversees results, planning, operations, budget and personnel

    b. Executive Assistant – supports Executive Director

    c. Regional Coordinators (3)

        i. Manage clinician recruiting, including resident rotations, in defined territory

        ii. Coordinate clinician placement utilizing statewide data base of opportunities

        iii. Develop network of community leaders and practice sites and acquire requisite data in defined territory

        iv. Pursue rotation opportunities at practice sites in territory

    d. Operations Manager –manages day to day operations including:

        i. Coordinator support

        ii. Communications

        iii. Data base management

    e. Organizational chart (next page)

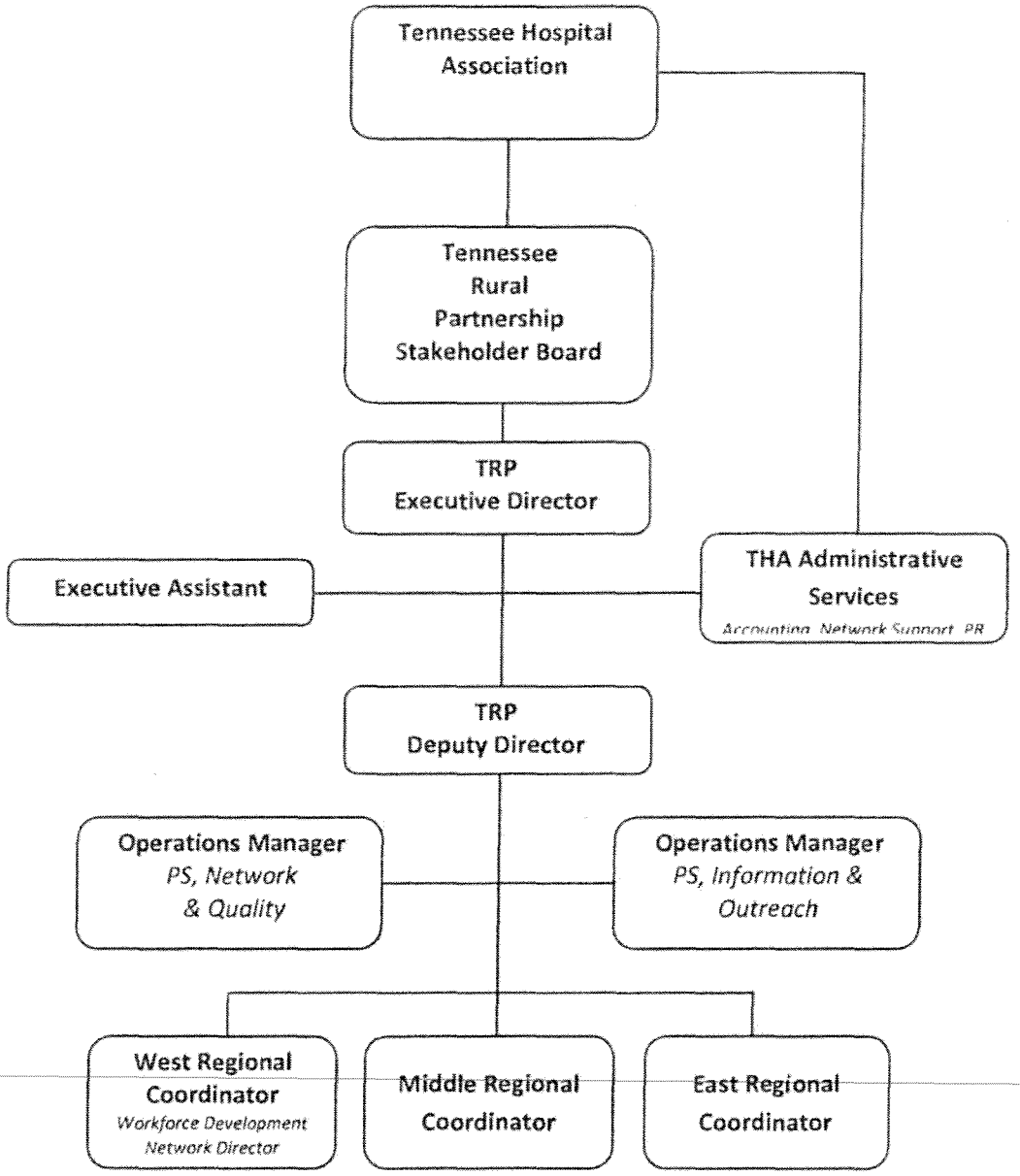
    f. Contract services

        i. Grant writer - The key to expanding the number of placements will lie in leveraging existing funding to attract additional grants to cover an expanded financial incentive program. Accordingly, a key staffing need will be fund development expertise to pursue grant opportunities. Initially, this would be accomplished by retaining someone with the expertise on a contract basis.

        ii. Database design and development (external contract) – Database design and development will require outside expertise to launch an expanded, fully functional clearing house which is key to the organization maintaining its superior position in its target markets.

        iii. Administrative services – Functions such as accounting, network support and payroll and personnel would be outsourced to THA as currently are occupancy services.

## Organizational Chart



**Structure**

1. Corporate Structure – there are four givens as it relates to the question of structuring the Initiative:

    a. The TennCare Bureau scope of effort will be redrawn to 1) broaden the clinician category to include other providers while retaining a primary focus on TN Medical Residents and 2) provide greater flexibility in awarding financial incentives

    b. 501 (c)(3) status of TRP is valuable and should be retained as it provides access to the grant funding arena.

    c. THA will be held accountable for the use of the $2 million in funds, which will be drawn down from the medical schools.

    d. The TRP brand is a valuable specific asset within the target communities and the medical schools

    With those as a givens, TRP will function as a wholly-owned subsidiary of THA, with a governance structure as outlined below.

2. Governance

    a. As a THA subsidiary, TRP's governance structure would be similar to that of THA's current for-profit subsidiary, THA Solutions Group.

        i. TRP would restructure bylaws so that its governing board is a new stakeholder board made up of a majority of appointments by THA, with minority appointments from TRP

        ii. This new stakeholder board would report to the THA Board of Directors

        iii. Opportunities for working with THA's existing Health Workforce Development Advisory Committee will be explored to maximize efficiency

3. Specific Assets – Aside from the typical depreciable assets related to its operation (furniture & equipment) the major asset of the Initiative will be the clearing house database. The substantial investment to be made will create an asset that is likely to prove both a significant competitive advantage while at the same time promoting collaboration among the various players.

    In addition, TRP currently maintains two specific assets vital to the successful operation of the organization. These are designed as follows:

    a. Practice Sights – software designed to help state and nonprofit agencies recruit healthcare professionals while streamlining recruitment efforts through a candidate-based match system, as well as structured method for recruitment. This method includes use of recruiters in the field and/or community liaisons.

b. Workforce Development Network – as dictated by the HRSA grant, the Network exists to help communities put in place a system for enhanced physician recruitment through rural rotations. This includes community-based training opportunities in rural health practices for interested residents. TRP was eligible to apply for this funding due to the establishment of its rural-based office in Camden, Tenn.

4. Physical plant and equipment – TRP currently operates out of facilities at THA and an office in Camden used in conjunction with its HRSA grant. Both facilities have a mix of purchased and leased furnishings and equipment having no substantial value.

**Conclusion**

Subject to action and approval of this plan by the respective boards of Tennessee Hospital Association and Tennessee Rural Partnership at meetings in December 2011, this plan will be implemented Jan. 1, 2012. Implementation of the plan will set in motion this new and expanded scope of work for TRP under the corporate structure of THA.