State of Tennessee
Health Facilities Commission
Andrew Jackson State Building
502 Deaderick Street, 9th Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-7221

April 1, 2026 Sent Via Email

Mercedes Owens (Mercedes.owens@comop.org)
Community Options
103 Jordan Drive
Chattanooga, TN 37421

Facility Type: Professional Support Services
License Number: 448

Dear Mercedes Owens:

It is my pleasure to inform you that your application for licensure of Community Options located at 103 Jordan Drive, Chattanooga, TN 37421 has been initially approved effective March 30, 2026. The license number shall be 448. For this initial approval to become final and permanent, your application must be ratified by the Commission pursuant to T.C.A. §68-11-206. The Commission will consider your application at its next meeting, scheduled for April 22, 2026. **You are hereby authorized to commence operation pending the final decision of the Commission**.

For certification purposes, please be advised it is your responsibility to contact your Health Facilities Commission regional office for participation in Medicare/Medicaid. The East Regional Office phone number is 865-594-5739 .

If the Commission **does** ratify the approval of your application, the license number listed above will become your permanent license number and a letter will be forwarded to you within three (3) business days; notifying you of the Commission's final decision.

If the Commission **does not** ratify the initial approval of your application, a letter will be forwarded to you providing an explanation and specific instructions as to any action(s) you may take to have the decision reviewed, at which time this authorization shall cease to be effective.

Please contact me if I can be of further assistance.

Sincerely,
Eddie J. Stewart
Eddie J. Stewart
Health Facilities Program Manager
Health Facilities Commission
Licensure and Regulation Division

cc: East Tennessee Regional Office

APPROVAL FOR FACILITY LICENSURE OR OCCUPANCY

Facility Type: PSS License # (if applicable): 448 County: Hamilton

Initial X Renovation ______ Satellite/Off Campus Location ______

Physical Plant/Services/New Addition ______ (Circle One) Relocation/Replacement Facility ______ (Circle One)

Facility Name: Community Options

Address: 103 Jordan Dr. City: Chattanooga Zip Code: 37421

Application and fee on file in Central Office (CO)?: Yes X No ____ CON #: ______

Project #: ______ Phase: ______ of ______

Facility approved for (if satellite/off campus site include address): ______
Professional Support Services, providing Skilled Nursing services and serving All counties in the East Tennessee Region.

Sprinklered: ______ (Full 100%) Partial: ______ (%)

Licensed bed count from: ______ to ______ Number of beds increased/decreased: ______

If secured unit, number of beds in unit: ______ If Alzheimer's unit, number of beds in unit: ______
(NOTE: If this is an increase in the number of beds in a secured Alzheimer's unit, indicate number of beds approved for the increase number only)

Health Surveyor: Jason Winegar Date: 3/26/2026

Fire Safety: ______ Date: ______

CD Approved: Yes____ No____ N/A x Health Survey Required: Yes X No____

Facility's Letter of Notification received in Licensure: Yes X No ____
(Completed by Central Office Licensure Staff)

CMS Paperwork (855, etc) approved and received in regional office: Yes ____ No X
(NOTE: With exception of Initial Licensure Approvals)

Effective date: 3/30/2026 Licensure is recommended: Yes X No ____
(Completed by Central Office Licensure Staff)

[signature] 3/30/2026
Regional Administrator/Facilities Construction Director or Designee Date

Eddie Stewart 3/30/2026
Licensure Program Unit Staff Date

HF-4388 RDA SW15 (Rev 5/14/2024)

East / ITSD file#448 4645
App# 4286

Application Summary

Application Detail

License Type: **Professional Support Services: Licensed**

Application: **Professional Support Services: Initial Application**

Application Date: **09/26/2023 (mm/dd/yyyy)**

Organization Detail

Organization Name: **Community Options**

Organization Type: **Corporation**

Addresses

Main Address

Address: **103 Jordan Drive**

HAMILTON

Chattanooga, TN

37421

US

Phone Number: **615-405-0068**

Extension:

E-mail Address: **meika.mcclendon@comop.org**

Administrative

Name: **Community Options**

Address: **103 Jordan Drive**

HAMILTON

Chattanooga, TN

37421

US

Phone Number: **423-892-0022**

Extension:

E-mail Address:	mercedes.owens@comop.org

Emergency Contact

Name:	**Community Options**
Address:	**103 Jordan Drive** **HAMILTON** **Chattanooga, TN** **37421** **US**
Phone Number:	**615-405-0068**
Extension:	
E-mail Address:	**meika.mcclendon@comop.org**

Ownership of Building

Name:	**Buckeye properties**
Address:	**102 Jordan Drive** **HAMILTON** **Chattanooga, TN** **37421** **US**
Phone Number:	**423-893-0761**
Extension:	
E-mail Address:	**Masiniard@gmail.com**

Legal Entity

Name:	**Community Options Incorporated**
Address:	**16 Farber Drive** **MERCER** **Princeton, NJ** **08540** **US**

Phone Number:	**615-885-1069**
Extension:	
E-mail Address:	**Meika.McClendon@comop.org**

License Attributes Selected

Specialty	**Skilled Nursing**
Qualification/Certification	**East Tennessee Region**
Other Modifier	**Skilled Nursing ONLY**

Basic License Data

Provide Administrator's Name:	**Mercedes Owens**
Provide the Ownership's Name:	**Community Options Incorporated**
Enter type of services being provided; i.e. Skilled Nursing, Occupational Therapy, Physical Therapy, Speech Language Pathology:	**Free Standing**
Provide a Yes or No, if your facility is Chain Affiliated:	**No**
Provide a Yes or No, if your facility has a Holding Company:	**No**
Do you have Other Licensed Facilities in the state of Tennessee and/or other states?	**Yes**
Provide a Yes or No, if facility has a Parent Company:	**No**
Provide a Yes or No, if your facility ha a Management Firm:	**No**
Have any owners ever been denied a license, had a license suspended or revoke, had a suspension of admissions or paid any civil monitory penalties for a health care facility in Tennessee or in any other state?	**No**

File Attachments

approval letter.pdf

Audit Engagement Letter 2022-2023.pdf

Fees

Initial License Fee $1404.00

Total Amount Due: $1404.00

Attestation

I, being duly sworn and identified as the person referred to in this application attest to the truth of each statement made in said application. I further swear that I have read and understand the law and the Rules and Regulations regarding the practice of my profession, which are posted on the Board's Internet site and/or were provided to me by the Board office, and agree to abide by them in the practice as a Professional Support Services facility in the State of Tennessee. I HEREBY: SIGNIFY my willingness to appear to answer such questions as the Board may find necessary, which may include a full Board interview. RELEASE to the Board, its staff, and their representatives, any and all documentation necessary now and in the future to establish my physical and mental capabilities to safely practice as a Professional Support Services facility. AUTHORIZE the Board, its staff, and their representatives to consult with my prior and current associates and others who may have information bearing on my professional competence, character, health status, ethical qualifications, ability to work cooperatively with others, and other qualifications. RELEASE from liability the Board, its staff, and all their representatives and any and all organizations which provide information for their acts performed and statements made in good faith and without malice concerning my competence, ethics, character, and/or other qualifications, for certification. ACKNOWLEDGE that I, as an applicant for licensure, have the burden of producing adequate information for a proper evaluation of my professional, ethical, and other qualifications, and for resolving any doubts about such qualifications. AUTHORIZE release, use and disclosure of otherwise HIPAA protected health information to the limited extent necessary for my application to receive full consideration up to and including discussion in a public forum should that become necessary. This certifies that the information submitted by me in this application is true and complete to the best of my knowledge and belief.

Online Payment Receipt

Receipt Issued By:
Board for Licensing Health Care Facilities

Receipt Issued To:
Community Options
103 Jordan Drive
Chattanooga, TN 37421

Date: 09/26/2023
Transaction Identifier: 3858736343
Trace Number: 1763744

License Type	Licensee	Transaction	Application #	Account #	Amount
Professional Support Services	Community Options	Professional Support Services: Initial Application	552-4286	*************5817	$1404.00

July 13, 2023

Mercedes Owens, Executive Director
Meika McClendon, State Director of Tennessee
Community Options, Inc.
103 Jordan Dr. Suite 8
Chattanooga, TN 37421
423-892-0022
Mercedes.owens@comop.org
Meika.McClendon@comop.org

RE: Credentialing Notification Letter

Dear Ms. Owens and Ms. McClendon:

Congratulations! Community Options, Inc. has successfully completed the Department of Intellectual and Developmental Disabilities' (DIDD) expansion application process.

Provider Legal Name: Community Options, Inc.
Provider DBA Name: NA
Tax ID: 22-2964056
NPI Number: 1295139871
Medicaid ID: H445846
Taxonomy: 253Z00000X HCBS-In Home Supportive Care
Business Type: Nonprofit Corporation – Foreign
Application Type: Expansion

Community Options, Inc. is credentialed to provide the following:

Program(s) and Service(s):

- ☐ **1915c HCBS Waiver: Nursing**

DIDD Regions: East Region
Counties Covered: Blount, Bradley, Hamilton, Knox

To ensure a fully executed Provider Agreement **for the DIDD East Region** 1915c Nursing service, Community Options, Inc. must immediately send a formal letter requesting to add counties to its current *Professional Support Services License (PSSL).* Community Options, Inc. needs to send the letter to Mary 2. Clark via email at Mary.2.Clark@tn.gov. Mary 2. Clark is with the Tennessee Department of Health, Division of Health Care Facilities (HCF). Mary 2. Clark will then give Community Options, Inc. the next step in the PSSL process.

Once Community Options, Inc. receives the PSSL approval letter, you must *immediately inform DIDD via the email* at DIDD_OBS.Providers@tn.gov. For questions, about this letter please email the DIDD Provider Enrollment Coordinator at DIDDProvider.Application@tn.gov. Thank you for your continued participation as a DIDD credentialed provider.

Sincerely,

Sandra Wise

Sandra Wise
Director of Provider Credentialing and Staff Development

LD/6-22-23

Cc: Kimberly Black, Deputy Director of Program Operations
Terry Jordan-Henley, East Regional Office Director
Tania Yoe, Deputy Director of Quality Assurance
Linda Maurice, Provider Enrollment Coordinator
Carmel Beatty, East Region Deputy Regional Director
Lorene Kieffer, East Region Provider Enrichment Coordinator
Julia Jinnette, Office of Business Services
Tammie Lavender, Office of Business Services
Elisha Horn, Statewide Director of ECF Survey Operations
Karen Chambers, Training Officer
Mary Louise Clark, TN DOH
Niraj Soni, TN DOH
BlueCare: CHOICESProviderRelations@bcbst.com
Amerigroup: TNLTSSPR@amerigroup.com
United Health Care: tn_ltc_networkmail@uhc.com

PROVIDER AGREEMENT
BETWEEN THE
STATE OF TENNESSEE,
DEPARTMENT OF DISABILITY AND AGING
AND
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
COMMUNITY OPTIONS INC

This Agreement, by and between the State of Tennessee, Department of Disability and Aging, herein referred to as "DDA", and Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "Division of TennCare" or "TennCare" and COMMUNITY OPTIONS INC, hereinafter referred to as the "Provider", sets forth standards, requirements, and conditions under which the Provider, upon approval and authorization by DDA, may render services to persons with intellectual disabilities (persons served with intellectual disabilities).

Provider is: Non-Profit Corporation

A. Standards, Requirements, and Conditions

A.1. Scope of Agreement. Upon successful completion of the DDA Provider application process and execution of this Agreement by all parties, the Provider will be an approved Provider of service to persons with intellectual disabilities, which may be rendered only upon authorization by DDA pursuant to an approved plan of care (i.e., the Person Centered Support Plan (PCSP)). This Agreement does not constitute such an authorization to provide service, and neither DDA nor TennCare are under an obligation to authorize service delivery in any specific dollar amounts or to authorize any service at all from the Provider during any period of this Agreement.

A.2. Approved Service. The Provider is approved as a Provider of the services as set forth below:

- **East Region**
  - Day Services - Community Participation Supports
  - Day Services - Intermittent Employment & Community Integration Wrap-Around Supports
  - Day Services - Supported Employment
  - Environmental Accessibility Modifications
  - Family Model Residential Support
  - Individual Transportation Services
  - Katie Beckett
  - Nursing Services
  - Personal Assistance
  - Respite
  - Specialized Medical Equipment/Supplies and Assistive Technology
  - Supported Living
- **Middle Region**
  - Day Services - Community Participation Supports
  - Day Services - Intermittent Employment & Community Integration Wrap-Around Supports
  - Day Services - Supported Employment
  - Environmental Accessibility Modifications
  - Family Model Residential Support
  - Individual Transportation Services
  - Katie Beckett
  - Nursing Services
  - Personal Assistance
  - Respite
  - Specialized Medical Equipment/Supplies and Assistive Technology
  - Supported Living

A.3. Independent Support Coordinator (ISC) Coordination of Benefits. The ISC shall make all reasonable efforts to ascertain from the person supported or their representative the identity of the person supported's assigned Managed Care Organization (MCO), and then contact that MCO using the contact information provided to the ISC by DDA, in order to coordinate 1915(c) Waiver services with benefits the person is receiving from the MCO. If, after such efforts, the ISC is unable to ascertain the identity of the person supported's MCO, the ISC shall follow the steps provided in the ***Coordination of Benefits for MCO Members Receiving HCBS DDA Waiver Services Protocol*** to obtain the MCO's identity and shall contact that MCO using the contact information provided to the ISC by TennCare.

(a) The ISC shall, as a part of developing the PCSP, coordinate with the person supported's assigned MCO to determine the Home Health, Private Duty Nursing, Occupational Therapy, Physical Therapy, Speech or Behavior Services, Durable Medical Equipment, and other applicable benefits the person supported is receiving from their MCO, shall document such services in the PCSP, and shall ensure that, in the development of the PCSP, Waiver services do not supplant benefits that are available to the person served through their MCO.

(b) When a person supported receiving Home and Community-Based Services (HCBS) in the DDA Waiver will turn

twenty-one (21) years of age while receiving services from an ISC, the ISC shall cooperate with the assigned MCO to coordinate benefits through the review and assessment process as appropriate, in the following manner:

(i) The ISC shall contact the MCO at least thirty (30) calendar days prior to the person supported's twenty-first (21st) birthday and determine whether the person supported will be subject to a reduction in MCO services upon their twenty-first (21st) birthday.

(ii) If such a reduction in MCO services will occur, the ISC shall conduct a review of the current HCBS Waiver services that the person supported receives, as well as an assessment of the recipient's current needs, to determine if a change in HCBS Waiver services will be necessary.

(iii) When necessary, the ISC shall facilitate an PCSP meeting and include the MCO as appropriate.

(iv) The ISC shall coordinate with the MCO to implement any changes in HCBS Waiver Services at the same time that MCO services are reduced to ensure as seamless a transition as possible.

A.4. DDA Provider Manual. A copy of the DDA Provider Manual shall be maintained by DDA for review by the Provider and may be accessed through the DDA website at: ***https://www.tn.gov/disability-and-aging.*** The Provider agrees that any authorized and approved services that it provides to eligible persons served as indicated in DDA approved PCSPs shall be performed in accordance with this Agreement, DDA policies, TennCare Long Term Services and Supports protocols and the DDA Provider Manual, as may be amended. The Provider understands that it may be necessary for DDA to amend or revise the DDA Provider Manual during the period of this Agreement, through memorandum, chapter requirements or otherwise, as well as through revisions to the TennCare Rules. The Provider understands and agrees that it will be subject to any such revisions, and that such revisions will become effective as soon as the final version is published on the DDA website.

A.5. State and Federal Compliance. DDA, TennCare and the Provider shall be subject to all relevant and applicable state and federal court orders, consent decrees, policies, rules, regulations, and statutory requirements, including any amendments and/or revisions thereto, as they relate to this Agreement or any performance of approved service to eligible persons supported.

(a) Waiver Services — Any Waiver Service as detailed in the DDA Provider Manual and performed by the Provider shall comply with terms of the Center for Medicare and Medicaid Services ("CMS") approved 1915 (c) Statewide Home and Community-Based Services Waiver (#0128), herein referred to as the "Statewide Waiver", the CMS-approved 1915 (c) Comprehensive Aggregate Cap Home and Community-Based Services Waiver (#0357), herein referred to as the "CAC Waiver", and the CMS-approved 1915 (c) Tennessee Self-Determination Home and Community-Based Services Waiver known as the Self-Determination Waiver Program (#0427), herein referred to as the "Self Determination Waiver Program," or such other waivers including Katie Beckett 1115 waiver as approved by CMS on November 2, 2020, and implementation of Katie Beckett (Part B) by DDA which addresses services governed by this Agreement. Any Medicaid Waiver Service performed by the Provider shall be delivered in accordance with the applicable CMS-approved Medicaid Waiver application, including HCBS waiver service definitions, provider qualifications, and all applicable requirements specified in the CMS-approved waiver. No Provider shall be entitled to compensation or reimbursement for any services failing to meet these requirements.

(b) Advance Directives — The Provider shall comply with any state and federal requirements concerning advance directives and end of life issues as described in 42 Code of Federal Regulations (CFR) § 417.436 Subpart K and as found in Tennessee Code Annotated (TCA) § 52-3-210 through 213 and Title 68, Chapter 11, Part 18 , as legally provided by the person supported.

(c) Environmental Tobacco Smoke — With the exception of those situations in which the Provider is providing services in a private home owned or leased by the person supported or their family in which they elect to smoke tobacco products, the Provider shall at all times comply with Section A.5(c) of this Agreement. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Provider shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Agreement to individuals under the age of eighteen (18) years. As required by applicable statute, the Provider shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Agreement.

(d) HCBS Settings Rule Compliance — As a requirement for reimbursement for the provision of services under this Agreement, all providers must comply with the HCBS Settings Rule as detailed in 42 C.F.R. § 441.301(c)(4)-(5).

(e) Provider Screening.

(i) Ownership & Control Disclosure Information. The Provider and its subcontractors shall disclose, to DDA, TennCare, the Comptroller General of the United States or Centers for Medicare and Medicaid Services (CMS), full and complete information regarding ownership, financial transactions and persons convicted of criminal activity related to Medicare, Medicaid, or the federal Title XX programs in the time and manner set forth in accordance with federal and state requirements, including but not limited to 42 CFR § 455.101 et seq.; 42 CFR § 1001.1001 and 42 CFR § 455.436. These disclosures shall be made on the form provided

by DDA.

(ii) The Provider and its subcontractors shall collect the disclosure of health care-related criminal conviction information as required by 42 CFR § 455.106 and establish policies and procedures to ensure that applicable criminal convictions are reported timely to DDA. The Provider shall screen its employees and subcontractors initially and on an ongoing monthly basis to determine whether any of them has been terminated, debarred or excluded from participation in Medicare, Medicaid, SCHIP, or any Federal health care programs (as defined in Section 1128B (f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded. The provider shall immediately report to DDA and the Program Integrity Unit of TennCare any exclusion information that the provider discovers.

(iii) The Provider and its subcontractors agree to disclose business transaction information upon request and as otherwise specified in federal and state regulations.

(iv) The word "Provider", for purposes of this Section A.5.(e) shall refer to all individuals listed on the disclosure form including, but not limited to, providers and non-providers, board members, owners, agents, and managing employees.

A.6. Licensure. The Provider shall perform any services referenced in and subject to this Agreement only in facilities or programs that are licensed and certified as required in accordance with TCA, Title 52 and other applicable federal and state laws, rules or regulations. If the Provider or any of its employees, agents, or subcontractors is found to be providing services without the required licensure and certification by state or federal agencies (including but not limited to DDA, TennCare, Department of Health, Department of Mental Health and Substance Abuse Services, applicable federal quality review monitoring agency or panel or any other state or federal agency with licensure and certification responsibilities), the Provider shall not be entitled to compensation or reimbursement for delivery of unlicensed/uncertified services delivered.

A.7. Persons Supported Freedom of Choice. The Provider shall not interfere with or impede a person supported's freedom of choice of Providers of services as mandated by state and federal law. The Provider shall not have any supported living or residential habilitation housing arrangements for person supported that interfere with or impede the persons served exercise of freedom of choice of Providers. A Provider of supported living services shall not force a person supported to move from the Provider's residence if the person supported chooses another supported living Provider. The Provider shall not require, lead or influence persons supported to choose the Provider as a sole Provider of multiple services as a condition to receive any other services generally offered by the Provider.

A.8. Persons Supported Right to Vote. The Provider, as appropriate, will comply with the requirements of the Tennessee "Motor Voter" law (T.C.A. § 2-2-202 et seq.). The Provider further agrees to comply with the terms of this Agreement and all applicable local, state and federal laws, rules and regulations pertaining to persons served right to vote, and will provide reasonable assistance when required in exercising this right of citizenship and will ensure that no person supported is unduly influenced by Provider's or Provider employees' words or actions in the exercise of the right to vote.

A.9. Conflicts of Interest.

(a) The Provider warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee ("State") as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Provider in connection with any service contemplated under this Agreement, EXCEPT the Provider may employ or contract with a State employee as may be approved by the State, PROVIDED THAT EACH OF THE FOLLOWING REQUIREMENTS IS MET:

(i) such State employee does not hold an Executive Service position in State government;

(ii) such State employee has no professional responsibility directly related to any person supported by the Provider at any time during the employee's employment or contract with the Provider;

(b) The Provider, including any Provider employees, shall not:

(i) financially benefit or materially profit from any improper, exploitive or inappropriate financial arrangements with persons served; or

(ii) be named as beneficiary of any life insurance policy purchased by or on behalf of person served.

(c) Notwithstanding the foregoing section A.9. (b)(ii), if the Provider is a person supported's family member, the Provider may be named as beneficiary of a life insurance policy purchased by or on behalf of the person, however, even family member Providers in such transactions will be accountable under fiduciary principles concerning undue influence, unjust enrichment and/or the exploitation of a person supported.

A.10. Service Records. The Provider shall be responsible for the type of medium used for records of people supported (such as paper or electronic format) and for the storage, safekeeping, acquisition and maintenance of a record for each person supported, as described below, and as set out in the DDA Provider Manual. Records for each service identified in A.2 shall be maintained by region.

(a) Maintenance of records and reporting requirements shall be adequate to ensure acceptable and appropriate

quality and continuity of care to person in accordance with Person Centered Support Plans and Individualized Transition Plans. Service records will be made available to authorized State officials, agents, and employees upon request at any time for survey, audit, investigation, inspection, review, evaluation or duplication as determined by the State.

(b) Medication Administration Records (MAR) must be maintained as required by applicable law and established procedures and be consistent with all current medical orders.

(c) Person Supported's records shall be available to authorized officials of Independent Support Coordination (ISC) agencies where applicable. However, by authorizing the availability of person supported records for authorized ISC agency individuals, the Provider does not relinquish legal and custodial control or responsibility over person's records.

(d) Records of people supported shall be updated to document delivery of all services at the time they are provided or within a reasonable time thereafter, and shall clearly document services actually provided or services offered, but refused by a person supported.

(e) Review records of people supported by Health Oversight Agencies for Purposes of Detection/Prosecution of Fraud or Abuse — Upon their enrollment and pursuant to federal law, persons supported give TennCare, the Office of the Comptroller of the Treasury and any health oversight agency, such as Office of Inspector General (OIG), Tennessee Bureau of Investigation, Medicaid Fraud Control Division (TBI MFCD), Department Health and Human Service Office of Inspector General (DHHS OIG), and the Department of Justice (DOJ), and any other authorized state or federal agency, access to their records. Such records shall be made available by the Provider and furnished on request pursuant to TCA 63-2-101 for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring as well as for administrative, civil and criminal investigations or prosecutions upon the request of an authorized representative of DDA, TennCare or authorized federal, state and Office of the Comptroller of the Treasury personnel, including, but not limited to, the OIG, the TBI MFCD, the DHHS OIG and the DOJ.

(f) Service Records. - TennCare, DHHS OIG, Office of the Comptroller of the Treasury, OIG,TBI MFCD, DOJ and their authorized agents, as well as any authorized state or federal agency or entity shall have the right to access through inspection, evaluation, review or request, whether announced or unannounced, or other means any TennCare records pertinent to this Agreement including, but not limited to medical records, billing records, financial records including 1099 forms, and/or any records related to services rendered, quality, appropriateness and timeliness of services and/or any records relevant to an administrative, civil and/or criminal investigation and/or prosecution. The Provider shall immediately cooperate with such evaluation, inspection, review or request which shall be performed during normal business hours, except under special circumstances when after hour admission shall be allowed. Special circumstances shall be determined by the requesting agency. Upon request, the Provider shall assist in such reviews including the provision of complete copies of medical records at no cost to the requesting agency. Provider acknowledges that Health Insurance Portability and Accountability Act of 1996 (HIPAA) does not bar disclosure of protected health information (PHI) to health oversight agencies, including, but not limited to TennCare, OIG, TBU MFCD, DHHS OIG and DOJ and their authorized agents. Any authorized state or federal agency or entity, including, but not limited to TennCare, OIG, TBI MFCD, DHHS OIG, DOJ, Office of the Comptroller of the Treasury, may use these records and information for financial audits, medical audit, medical review, utilization review and administrative, civil or criminal investigations and prosecutions.

However, for the purpose of the disclosures permitted by this provision, a health oversight activity does not include an investigation or other activity in which the individual is the subject of the investigation or activity and such investigation or other activity does not arise out of and is not directly related to:

(i) The receipt of health care;

(ii) A claim for public benefits related to health; or

(iii) Qualification for, or receipt of, public benefits or services when a person's health is integral to the claim for public benefits or services.

(iv) Joint activities or investigations. Notwithstanding the above, if a health oversight activity or investigation is conducted in conjunction with an oversight activity or investigation relating to a claim for public benefits not related to health, the joint activity or investigation is considered a health oversight activity.

If the health plan, health care provider, or health care clearinghouse is a health oversight agency, the health plan, health care provider, or health care clearinghouse may use protected health information for health oversight activities as permitted above.

(g) Records Requirements and Retention. - A service record is any record, in whatever form, including, but not limited to medical records, billing records, financial records, and/or any records related to services rendered (including records necessary for the evaluation of the quality, appropriateness and timeliness of services) and/or any records relevant to an administrative, civil and/or criminal action, investigation and/or prosecution. The Provider, as well as its subcontractors and sub-providers, shall maintain TennCare records necessary to demonstrate that services were provided in compliance with state and federal requirements. An adequate record keeping system shall be maintained and all records maintained for five (5) years from the close of this Provider

Agreement, with behavioral health records to be maintained at the Provider level for the latter of: (i) ten (10) years after termination of service pursuant to TCA § 52-3-101 or (ii) until the completion of all evaluations, audits, reviews, investigations, or prosecutions or other actions related to recording services for people supported, servicing providers, charges, dates and all other commonly accepted information elements for services rendered to persons served pursuant to this Provider Agreement. It is expressly understood that the obligations to retain and present records related to Medicaid claims survive the termination of this Agreement.

A.11. Financial and Business Records. . Providers who are recipients of Seven Hundred and Fifty Thousand Dollars ($750,000) or more in aggregate state and federal funds shall undergo, at their expense, an annual, independent audit of records in accordance with the requirements of the Tennessee Comptroller of the Treasuryâ€™s Audit Manual. A copy of the report of the annual, independent audit shall be submitted within fourteen (14) days of completion/availability to the DDA Assistant Commissioner of Quality Management

A.12. Provider Personnel.

(a) Employment Applications — The Provider shall include the following language in its applications for volunteers and for employment of any person who may have direct contact with or direct responsibility for persons served.

I, the undersigned applicant, certify and affirm that, to the best of my knowledge and belief; I ["have" or "have not," as applicable] had a case of abuse, neglect, mistreatment or exploitation substantiated against me. As a condition of submitting this application and in order to verify this affirmation, I further release and authorize COMMUNITY OPTIONS INC, the Tennessee Department of Disability and Aging and the Division of TennCare to have full and complete access to any and all current or prior personnel or investigative records, from any party, person, business, entity or agency, whether governmental or non-governmental, as pertains to any allegations against me of abuse, neglect, mistreatment or exploitation and to consider this information as may be deemed appropriate. This authorization extends to providing any applicable information in personnel or investigative reports concerning my employment with this employer to my future employers who may be Providers of DDA services.

(b) Subcontract employees — The Provider shall include the following language in its subcontracts for the service of any person or persons who may have direct contact with or direct responsibility for persons served.

The undersigned Subcontractor hereby certifies and affirms that, to the best of the Subcontractor's knowledge and belief, neither the Subcontractor nor its employees, who will provide service pursuant to this Subcontract, have or have not had a case of abuse, neglect, mistreatment or exploitation substantiated against them. As a condition of submitting this Subcontract and in order to verify this affirmation, the Subcontractor releases and authorizes COMMUNITY OPTIONS INC, the Tennessee Department of Disability and Aging and the Division of TennCare to have full and complete access to any and all current or prior personnel or investigative records, from any party, person, business or agency, as pertains to any substantiated allegations of abuse, neglect, mistreatment or exploitation.

(c) Provider Staff Protection from Harm Statements — The Provider shall, within fifteen (15) business days of the effective date of this Agreement, obtain and maintain in a file for review by DDA or TennCare, a signed statement in the following form for all of the Provider's current employees, subcontractors and volunteers.

I, [NAME], certify and affirm that to the best of my knowledge and belief {I have or have not as applicable} had or received a finding of a substantiated case of abuse, neglect, mistreatment or exploitation against me. In order to verify this affirmation, I further release and authorize COMMUNITY OPTIONS INC, the Tennessee Department of Disability and Aging and the Division of TennCare to have full and complete access to any and all current or prior personnel or investigative records as pertains to any substantiated allegations against me of abuse, neglect, mistreatment or exploitation.

(d) Background Checks — The Provider shall be responsible for complying with all requirements established in both Title 52, "Background Check Processes for 1915(c) Waiver, Katie Beckett, Employment and Community First CHOICES, and CHOICES Providers" found at https://www.tn.gov/content/dam/tn/tenncare/documents/AlignedBackgroundCheckProtocol.pdf and the approved waiver for obtaining a criminal background check and/or fingerprint check from the Tennessee Bureau of Investigation or, as an alternative, a criminal background check from a licensed private investigation company. The Provider is required to maintain the background and any additional relevant records including any approved exemptions for five years after the employment relationship between the provider and employee has terminated. The Provider must review any and all posted disciplinary actions that may be listed on a professional license. The Provider shall verify that all databases listed in â€œBackground Check Processes for 1915(c) Waiver, Katie Beckett, Employment and Community First CHOICES, and CHOICES Providers" found at https://www.tn.gov/content/dam/tn/tenncare/documents/AlignedBackgroundCheckProtocol.pdf and that all of Providerâ€™s employees, subcontractors and volunteers whose job functions include having direct contact with or direct responsibility for persons receiving services, regardless of hire date. This verification shall be performed through the State of Tennessee websites or other appropriate databases.

(e) Drug Free Work Place — to the extent applicable, the Provider will comply in its business with the provisions of the Tennessee "Drug Free Work Place Programs" as found at TCA § 50-9-101, et seq.

(f) Prohibited Staff — providers should not have a blanket policy of not hiring applicants with prior felony or misdemeanor convictions but should establish a process as outlined in "Background Check Processes for 1915(c) Waiver, Katie Beckett, Employment and Community First CHOICES, and CHOICES Providers" found at https://www.tn.gov/content/dam/tn/tenncare/documents/AlignedBackgroundCheckProtocol.pdf. If an applicant is approved by the provider through their internal process the request must be submitted to DDA through the DDA exemption process. DDA shall have final approval of all exemptions.

An exemption is not required if the only conviction is a first and only occurrence of a DUI (DUI 1), public intoxication, or simple possession of marijuana, unless the conviction occurred during a period of less than one (1) year prior to employment with the Provider.

Providers must also check DDA's Substantiated Investigations Records Inquiry (SIRI) database. SIRI contains information about persons who have been substantiated at the Class I level for abuse, neglect, misappropriation of property of, or exploitation of, a vulnerable person and have had an opportunity to exercise his/her rights to challenge the substantiation(s) pursuant to DDA Rules 0465-03-.01, et seq. Appearance on SIRI is not a mandatory exclusions for direct support staff, and such appearances shall require providers to perform an individualized assessment consistent with Equal Employment Opportunity Commission guidelines.

(i) Misdemeanor conviction is a first and only occurrence of a DUI (DUI 1), public intoxication, or simple possession of marijuana, then it shall not have occurred during a period of less than one (1) year prior to employment with the Provider.

A.13. Reporting Suspicion of Abuse, Neglect, Mistreatment or Exploitation.If at any time, the Provider identifies any actions of a Provider employee, volunteer, subcontractor, sub-provider, intern or any other person, entity or organization that may constitute abuse, neglect, mistreatment or exploitation of a person supported, the Provider shall follow the process found in The One Reportable Event Management System Protocol found at https://www.tn.gov/content/dam/tn/disability-and-aging/documents/provider-information/reportable-event-management/One%20System%20REM%20Protocol.pdf

The Provider shall cooperate with any subsequent investigations, whether by DDA or by another entity with legal jurisdiction. Upon report of suspicion of abuse, neglect or exploitation, the Provider shall attend to the allegation in a manner that does not interfere with the investigation or investigatory process (e.g. interviewing staff prior to the closure of a DDA investigation to determine outcomes.)

A.14. Fraud.The Provider shall report all possible fraud and abuse to DDA, TennCare and the other appropriate agencies as follows:

(a) All possible fraud and abuse involving persons supported shall be reported immediately to DDA, TennCare and OIG;

(b) All possible provider fraud and abuse shall be reported immediately to DDA, TennCare and TBI MFCD; and

(c) Possible fraud and abuse by the Provider in the administration of the program shall be reported to DDA, TBI MFCD and TennCare.
The Provider shall promptly provide the results of its preliminary investigation to the agency to whom the incident was reported, or to another agency designated by the agency that received the report. Unless prior written approval is obtained from the agency to whom the incident was reported, or to another agency designated by the agency that received the report, after reporting possible fraud or abuse, the Provider shall not take any of the following actions as they specifically relate to DDA claims:

(i) Contact the subject of the investigation about any matters related to the investigation;

(ii) Enter into or attempt to negotiate any settlement or agreement regarding the incident; or

(iii) Accept any monetary or other thing of valuable consideration offered by the subject of the investigation in connection with the incident

Section A.14 of this Agreement applies even if the source of the reported activity is an audit or investigation done by another State or Federal agency (i.e., Comptroller's office, licensing agency) as these investigations or audits often have Program Integrity implications.

The Provider shall cooperate with all appropriate state and federal agencies, including TBI MFCD and/or OIG, in investigating fraud and abuse. In addition, the Provider shall fully comply with the TCA §§ 71-5-2601 and 71-5-2603 in performance of its obligations under this Agreement.

A.15. Transportation of Persons Supported. When transportation of a person supported is part of a defined service, the Provider shall assume liability for ensuring that person supported is provided adequate, appropriate and safe transportation.

A.16. Provider Training. The Provider shall comply with training requirements as specified in the DDA Provider Manual or otherwise directed by applicable waiver requirements, court orders or other mandates. The Provider shall not be

entitled to reimbursement for services delivered by staff who have not completed all applicable training requirements.

A.17. Timely Reports. The Provider shall submit to DDA or to TennCare, as applicable, all periodic or ad hoc financial, program, statistical and other reports, information and data, along with the appropriate supporting documentation within the time frames allotted and on the forms/formats prescribed by DDA. Also, when specified, information provided for in this paragraph will be presented in accordance with the DDA Provider Manual. It is expressly understood and agreed the obligations set forth in this section, including those whose fulfillment requires retaining and presenting records, survive the termination of this Agreement.

A.18. Minimum Provider Technology Requirements. The Provider shall substantially comply with all minimum technology requirements and shall update such requirements as mandated by DDA.

A.19. Service Authorization. DDA may authorize the performance of approved service to eligible persons served in Section A.2. above by means of an Authorization to Vendor. (See Attachment A).

(a) Any payment for service referenced in and subject to the provisions of this Agreement shall be limited to and in accordance with the approved PCSP or PCSP Amendment for such service.

(i) Provider compensation shall be contingent upon the satisfactory completion of authorized, approved service as specified in the PCSP or PCSP Amendment.

(ii) The MCO, Dental Benefits Manager (DBM), or DDA will refuse payment to the Provider for services billed to DDA that are beyond the level of services authorized by DDA through PCSPs or PCSP Amendments, exceed payment rates for these services or are not billed to DDA within the appropriate time frame after the delivery of services.

(b) Payment for service may also be as specified in accordance with services identified in the TennCare approved Pre-Admission Evaluation (PAE) or Transfer PAE for people supported, until such a time as an approved PCSP or PCSP Amendment is in place, to a maximum of sixty (60) days.

(c) Such documentation shall be maintained and may be reviewed either before or after payment for services to confirm that payment is appropriately supported. The adequacy of the supporting documentation to substantiate payment for each service delivered shall be determined at the sole discretion of DDA or TennCare.

(d) All payments to the Provider for authorized services are final payments for the billing period invoiced by the Provider and paid by the MCO, DBM, or DDA. The Provider shall provide written notification to DDA setting forth the amount, details, and basis of any payment dispute within thirty (30) days after receiving payment for services.

A.20. Continuity of Care. Upon Provider acceptance to supply approved service to an eligible person supported as indicated in DDA approved PCSP or PCSP Amendment, the Provider shall be obligated to deliver services in accordance with the PCSP or PCSP Amendment, including the amount, frequency, intensity, and duration of services specified, and shall be responsible for arranging back-up staff to address instances when other scheduled staff are not able to deliver services as scheduled. The Provider shall, in any and all circumstances including Provider termination of this Agreement, continue to provide services that maintain continuity of care to the person supported in accordance with his/her PCSP or PCSP Amendment until other services are arranged and provided, as mandated below, that are of acceptable and appropriate quality.

(a) Prior to discontinuing service to the eligible person supported or prior to Provider termination of this Agreement, the Provider must:

(i) Provide a written notification of the planned service discontinuation to the person supported, his/her conservator or guardian, his/her independent support coordinator and DDA no less than sixty (60) days prior to the proposed date of service or Agreement termination.

(ii) Obtain DDA's approval, in the form of a signed service plan, to discontinue the service and cooperate with any subsequent, authorized service provider as is necessary.

(iii) Consult and cooperate with DDA in the preparation of a discharge plan for those persons served receiving care and services from the Provider in the event of a proposed termination of service. Also, when appropriate, as part of the discharge plan, the terminating provider will meet, consult and cooperate with any new providers to ensure continuity of care and as smooth a transition as is possible.

(iv) Provide copies (or original documents as required) of the records for people served to the persons served new provider as directed by DDA and as required by the DDA Provider Manual. This records transfer shall be accomplished whether the Provider under this Provider Agreement continues as a Provider for DDA or ceases to offer services under this Agreement and/or determines to go out of business. If the Provider fails to comply with the terms of this paragraph, the Provider will remain fully responsible for making the records available and will also be liable to DDA for all costs of making/ providing copies of the records for the new service Provider.

(b) If a Provider provides clinical services, the Provider shall follow procedures established in the DDA Provider Manual for discharging (terminating) a person supported from clinical services. Circumstances for discharge may include, but are not limited to the person having met established goals, reaching maximum improvement,

and/or discontinuation of order by physician or other clinician, *etc.*

(c) If the Provider is an independent clinician, the Provider shall make arrangements for a temporary or substitute DDA approved service provider in instances where the Provider is temporarily not available to deliver service (as a result of illness, vacation, family emergency, *etc.*)

(d) It is expressly understood and agreed the obligations set forth in this section, including those whose fulfillment requires retaining and presenting records, survive the termination of this Agreement.

A.21. Sanctions and Licensure Action.For failures to comply with this Agreement or the standards and requirements referenced herein, DDA, TennCare, and the applicable state licensure or certification authorities (collectively referred to in this Section A.21 as the "Sanctioning Agencies") may invoke sanctions and licensure actions pursuant to Title 33 and Title 52, as well as those sanctions contained in the DDA Provider Manual including but not limited to Mandated Technical Assistance, any other applicable state licensure or certification laws, and/or other applicable state and federal rules or regulations. It is hereby agreed and acknowledged between the parties that any sanctions and/or licensure actions imposed pursuant to this Agreement do not include any injury or damage incurred by a third party.

(a) Sanctions — The Sanctioning Agencies may impose sanctions including, but not limited to, the following:

(i) require the Provider to secure training or technical assistance at the Provider's expense from a source identified by the Provider and approved by DDA;

(ii) invoke a moratorium on admissions, new services, or expansion of the Provider's services;

(iii) lodge complaints with applicable licensure or certification authorities;

(iv) terminate this Agreement for cause; or

(v) assume management responsibility and control of the Provider's services (refer to section A.23. below) or

(vi) assess monetary sanctions for any deficient practice.

(vii) levy sanctions to equal liquidated damages accessed against DDA due to the providerâ€™s failure to provide *services as authorized.*

(b) Licensure Action — The Sanctioning Agencies may initiate revocation of the Provider's license.

(c) In accordance with TCA § 33-2-408, the following procedures and appeals process shall apply with regard to the imposition of any sanctions.

(i) DDA will provide notice of each sanction in writing. The Provider may appeal the sanction within fifteen(15) working days from the date of the written notice from DDA. The appeal must be submitted to the Commissioner of DDA through the Office of General Counsel in a manner specified by DDA's sanction policy. The notice of appeal must state the reason(s) for any objection to the sanction.

(ii) If notice of appeal is timely filed, the imposition of monetary sanctions will be stayed pending resolution of the appeal. A hearing will be scheduled in accordance with Uniform Administrative Procedures Act requirements. If the sanction is a daily monetary sanction, and is upheld after a hearing, it will be calculated from the date of original imposition.

(iii) Notwithstanding an appeal, non-monetary sanctions (e.g., mandated technical assistance) may be applied immediately and no stay shall apply.

A.22. Recoupment.As stated at TCA § 52-2-408.a recoupment is **not** a sanction. It is the return of unearned amounts paid to a Provider resulting from non-compliance with this Provider Agreement. Recoupment of funds paid to the Provider may be imposed by DDA as a result of survey, audit, or review processes conducted by DDA, the Office of the Comptroller, utilization reviews by CMS, other federally designated agencies, or TennCare, or other evidence. Since by law a recoupment is not classified as a sanction the appeal procedures/process found at TCA § 52-2-408 do not apply to recoupments.

(a) DDA or its designated fiscal agent may recoup funds for reasons including, but not limited to, the following:

(i) no PAE or Transfer Form (for ISC Agencies, if applicable) for individuals served;

(ii) no 2362 (for ISC Agencies, if applicable) for individuals served;

(iii) no current Medicaid Waiver Re-evaluation;

(iv) billing for services for which no or inadequate supporting documentation is found;

(v) billing for services, which were not provided;

(vi) billing for multiple services concurrently except where specifically authorized by DDA;

(vii) not meeting defined requirements of service category (consistent lack of adherence to fundamental requirements of each service category);

(viii) license required to be maintained by the Provider has lapsed or expired;

(ix) services provided at locations other than those specifically approved for an individual;

(x) amounts or types of service approved by DDA which were billed but were not provided;

(xi) required and approved staffing or caseload ratios not being met; and

(xii) services performed by Provider employees, subcontractors or volunteers who have not completed background or registry checks, or who have not completed all applicable training requirements.

(xiii) Return of Overpayments. In accordance with the Affordable Care Act (ACA) and TennCare policy and procedures, Provider shall report overpayments and, when it is applicable, return overpayments within sixty (60) days from the date the overpayment is identified. Overpayments that are not returned within sixty (60) days from the date the overpayment was identified may result in a penalty pursuant to state or federal law.

(xiv) Providers who receive more than Five Million Dollars ($5,000,000) per year from Federal health programs shall comply with the provisions of 42 United States Code (USC) § 1396a(a)(68) et seq. as applicable, regarding policies and education of employees, subcontractors and volunteers as regards the terms of the False Claims Act and whistleblower protections.

(b) Although the appeal provisions of TCA § 52-2-408 do not apply to recoupments, the following informal administrative review will be permitted. This Opportunity for Recoupment Review (ORR) will be in addition to any other administrative/audit analysis offered to the Provider by the respective auditing/surveying entity, as applicable.

(i) When a recoupment is determined to be appropriate, the DDA Regional Director/designee, Assistant Commissioner of Quality Management, or designee, or Director of Risk Management and Licensure (as applicable) will notify the Provider of the ORR as soon as possible with a written description of the amount to be recouped, an explanation of the basis for the recoupment and, when appropriate, a list of documentation which has not been supplied or was determined to be missing from the claim submitted. DDA will give the Provider an opportunity to produce, but not create missing information.

(ii) The Provider shall have fifteen (15) business days from the date of the mailing/delivery of the above ORR notice to advise the DDA Regional Director/designee, Assistant Commissioner of Quality Management/designee, or in writing that the Provider requests such informal administrative review. This notification may be accomplished by written correspondence, facsimile transmission or email. If a review request is not received by the DDA Regional Director/designee, Assistant Commissioner of Quality Management/designee, or Director of Risk Management in the time prescribed, the Provider has waived its ORR and the MCO/DBM will proceed to collect the recoupment amount.

(iii) If however, the Provider does submit a written request for informal administrative review, then the DDA Regional Director/designee or Assistant Commissioner of Quality Management/designee will arrange for an interview with the Provider or its designee or request information from the provider for the review as soon as practicable. The Provider may raise questions and/or present or produce documentation or other information/explanations to address identified deficiencies in order to reduce or eliminate the recoupment, when appropriate.

(iv) The DDA Regional Director/designee or Assistant Commissioner of Quality Management/designee, shall review relevant information and allow the Provider to ask questions/and or present its position concerning the recoupment. DDA cannot independently overturn recoupment actions initiated by CMS, or another federal or State agency, including TennCare. DDA shall render its determination to the Provider along with the rationale supporting its decision, in writing no later than ten (10) business days following the informal administrative review. It is agreed that the process described in this subsection is an informal, contractual review, which affords the Provider subject to a possible recoupment a chance to submit its views and any contrary or additional information relevant to a final conclusion of a proposed recoupment. The Provider is limited to the ORR described herein as its sole remedy regarding any recoupments to which it may be subject.

(v) If following the ORR process set forth above the initiating entity determines recoupment of funds is warranted, the DDA Regional Director/designee, Assistant Commissioner of Quality Management/designee, or Director of Risk Management and Licensure (as applicable) will prepare a Report/Summary of Findings, which provides details of the recoupment issues. This document will specify the amount of recoupment and direct the Provider to contact the DDA Regional Office, Office of Quality Management, or Office of Risk Management and Licensure (as applicable) by a specified date regarding the schedule for recoupment, which shall be finally determined at the sole discretion of DDA. DDA shall send the Report/Summary of Findings, no matter the final outcome, to the Provider by either electronic or certified mail within fifteen (15) working days of its final determination.

(vi) The Provider shall not bill or accept any payment from the person supported, his/her parent, guardian, spouse or any other legally responsible party to compensate for any recoupment amounts.

A.23. Partial or Complete Assumption of Management Responsibilities.If DDA determines that an emergency or exigent situation for whatever cause substantially impairs the Provider's capacity to provide authorized service to its persons served, and the impairment(s) jeopardizes the health, safety or well-being of its persons served, then DDA may assume partial or complete, temporary operating responsibility for the Provider to assure continuity of care and the health and safety of the persons supported. An action of this nature is only for management purposes, and DDA assumes no responsibility or obligations associated with or arising out of the ownership of the Provider's business or concern.

(a) Any action taken by DDA under this section shall not alter in any way the Provider's other obligations under this Agreement. Furthermore, to the extent necessary to accomplish the obligations of the Provider under this Agreement, the Provider agrees to extend its full cooperation and assistance to DDA while it exercises management authority under this section.

(b) Effective as of the date DDA assumes management authority, the Provider shall be liable for all associated costs to DDA. Such costs shall be deemed to equal the amounts to be paid to the Provider by DDA, during the period, for service referenced in and subject to the provisions of this Agreement. DDA may, in its sole discretion, recommend that the MCO/DBM withhold or offset payments due to the Provider for any expenses incurred or associated with the actions taken under this section.

(c) Upon an assumption of management authority by DDA under this section, the Provider shall have no right to recover from DDA any actual, general, special, incidental; consequential or any other damages whatsoever of any description or amount.

A.24. Compliance with DDA Initiatives.The Provider agrees to cooperate with all initiatives of the Department to that seek to improve the service delivery system for Tennesseans with intellectual disabilities.

A.25. Solicitation.Providers are prohibited from soliciting person's supported or their conservators to receive services from the provider including communicating with an existing person supported via telephone, face-to-face or written communication for the purpose of petitioning the person supported to change waiver provider.

B. Agreement Period

This Agreement shall be effective beginning on the later of 1/1/2025 or the date of last signature and ending on 12/31/2028.

C. Payment Terms and Conditions

There shall be no cost to the State, DDA or TennCare for the Provider's compliance with the terms and conditions of this Agreement.

D. General Terms and Conditions

D.1. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Termination for Convenience.DDA with notice to TennCare may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by DDA. DDA shall give the Provider at least thirty (30) days written notice before the effective termination date. The Provider shall be entitled to receive compensation for satisfactory authorized services provided before the termination date, but in no event shall DDA be liable to the Provider for compensation for any service, which has not been rendered. Upon such termination, the Provider shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.3. Termination for Cause.If the Provider fails to perform any material obligations under this Agreement in accordance with the terms herein DDA with notice to TennCare shall have the right to terminate the Agreement for cause following the Provider's failure to cure any such material breach within twenty (20) days of the Provider's receipt from DDA of a notice specifying the nature of such breach. Provided, however, the foregoing notwithstanding, if DDA determines, in its sole discretion, that the breach poses an imminent, material threat to the health, safety, or welfare of persons served , citizens, or employees DDA shall have the right to immediately terminate the Agreement for cause. Furthermore, the Provider shall not be relieved of liability to DDA for damages sustained by virtue of a breach that results in DDA's termination of this Agreement for cause.

In the event that Provider Management has violations substantiated as abuse, neglect, mistreatment or exploitation, as defined in federal or state law, regulation and/or in the DDA Provider Manual, or any issue jeopardizing a person's health or safety, then this Agreement may be immediately terminated for cause.

D.4. Subcontracting and Assignment.It is understood and acknowledged by the parties that this Agreement, including the payments and consideration arising from it, is exclusively among DDA, TennCare and the Provider. Therefore, the Provider shall not convey, transfer, allocate, delegate or assign its duties, responsibilities or obligations under this Agreement to any third party, person or entity.

(a) The Provider will not enter into a subcontract for any approved service referenced in and subject to this

Agreement without first obtaining the prior written approval of DDA. Implementation shall not begin until a signed copy of the approved subcontract has been submitted to DDA.

(b) Notwithstanding the use of approved subcontractors, the Provider is solely responsible for carrying out the duties and delivering the services under this Agreement and is therefore liable for all work performed hereunder.

(c) The Provider shall not under any circumstances convey, transfer, assign, pledge, mortgage or encumber any payment(s), amounts or proceeds that are due or may become due from DDA or TennCare as a result of this Agreement to any third party without the express, prior written approval of DDA and TennCare.

D.5. Nondiscrimination. The Provider 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 any service referenced in and subject to this Agreement or in the employment practices of the Provider on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall show, upon request, proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. This Section D.5 shall not be deemed to limit or abridge any requirement set forth in Section E.1.

D.6. Monitoring. The Provider's activities conducted and records maintained exclusively ensuing from or pursuant to this Agreement shall be subject to unfettered monitoring and evaluation by the State of Tennessee, which includes, but is not limited to DDA, TennCare, the Comptroller of the Treasury and/or their duly appointed representatives.

D.7. Strict Performance. Failure by any party to this Agreement to insist in any one (1) or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by all parties hereto.

D.8. Independent Provider. The parties hereto, in the performance of any approved service referenced in and subject to this Agreement, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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 another party to this Agreement for any purpose whatsoever.

The Provider, being an independent subcontractor and provider through this contract with DDA and TennCare, and not an employee of either DDA or TennCare, agrees to pay all applicable taxes incident to the performance of any approved service referenced in and subject to this Agreement. The Provider further agrees to carry adequate liability and other appropriate forms of insurance, which shall include, but is not limited to, the following.

(a) Workers' Compensation/ Employers' Liability (including all States' coverage) with a limit not less than seven hundred fifty thousand dollars ($750,000.00) per occurrence for employers' liability.

(b) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent Provider, contractual liability and completed operations/products coverage) with bodily injury/property damage combined single limit not less than seven hundred fifty thousand dollars ($750,000.00) per occurrence and one million, five hundred thousand dollars ($1,500,000.00) aggregate.

(c) 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 dollars ($1,000,000.00). This requirement is not applicable to Support Coordination, Therapy, ancillary services, and Enabling Technology.

(d) Professional Malpractice Liability coverage, as may be required by DDA, with a limit of not less than seven hundred fifty thousand dollars ($750,000.00) and one million, five hundred thousand dollars ($1,500,000.00) aggregate.

At any time, DDA or TennCare may require the Provider to submit a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Agreement.

D.9. State Liability.DDA and TennCare shall have no liability pursuant to this Agreement except as specifically provided herein or specifically imposed by any applicable state law or regulation.

D.10. Hold Harmless.In addition to specific references regarding liability contained throughout this Agreement, the Provider agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Provider, its employees, or any person acting for or on its or their behalf relating to this Agreement. The Provider further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Agreement.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Provider of its obligations under this Section to the extent that the Provider can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Provider, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.11. Force Majeure.The obligations of the parties to this Agreement are subject to prevention by causes, excluding labor disputes which are beyond the parties' control and could not be avoided by the exercise of due care including, but not limited to, natural disasters, acts of terrorism, riots, wars, epidemics or any other similar cause, provided that, upon discovery, the party affected by such immediately notifies the other party.

D.12. Governing Law.This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Provider 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 Agreement. The Provider acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under TCA §§ 9-8-101 - 9-8-407.

D.13. Completeness.This Agreement is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' Agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.14. Severability.If any terms and conditions of this Agreement 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 Agreement are declared severable.

D.15. Prohibited Advertising.The Provider shall not refer to this Agreement or the Provider's relationship with DDA or TennCare hereunder in commercial advertising in such a manner as to state or imply that the Provider or the Provider's services are endorsed by DDA or TennCare. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Agreement.

D.16. Debarment and Suspension.The Provider certifies, to the best of its knowledge and belief, that it and its 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 Agreement, been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for 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 Agreement had one (1) or more public transactions (federal, state, or local) terminated for cause or default.

D.17. Confidentiality of Records.Strict standards of confidentiality of records and information shall be maintained as required by and in accordance with applicable state and federal law and regulations, including but not limited to TCA § 33-3-103, *et seq.*

(a) All material and information, regardless of form, medium or method of communication, provided to the Provider by DDA or TennCare or acquired by the Provider on behalf of DDA or TennCare shall be subject to confidentiality requirements and protection from disclosure pursuant to and in accordance with all provisions of applicable state and federal law and regulations. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Provider, to safeguard the confidentiality of such material or information in conformance with applicable state and federal law and regulations and any other pertinent provisions or policy as may be detailed and required by this Provider.

(b) The Providers obligations under this Confidentiality of Records section do not apply to:

(i) information in the public domain; information entering the public domain but not from a breach by the Provider;

(ii) information previously possessed by the Provider and not subject to confidentiality pursuant to applicable state and federal law or regulations;

(iii) information acquired by the Provider without written restrictions against disclosure from a third party which, to the Providers knowledge, is free to disclose the information; or,

(iv) information independently developed by the Provider without the use of DDA's or TennCare's information.

(c) Nothing in this Confidentiality of Records section shall permit the Provider 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 Provider due to intentional or negligent actions or inactions of agents of DDA or TennCare or third parties.

(d) Provider and Provider's employees shall not disclose, use or take from the Provider's custody any identifying information of any person served of the Provider for any purpose or use that is considered outside of the approved and contracted services provided for people. This prohibition includes using any identifying information for the purpose of directly or indirectly soliciting new business by or for a current provider, a provider employee, a former employee and/or another provider.

(e) It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Agreement.

D.18. Compliance with Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH).

(a) DDA, TennCare and the Provider shall comply with obligations under the HIPAA and HITECH under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations, and as amended.

(b) The Provider warrants to DDA and TennCare that it is familiar with the requirements of HIPAA and HITECH and their accompanying regulations, and shall comply with all applicable HIPAA and HITECH requirements in the course of this Agreement including but not limited to the following:

(i) Compliance with the Privacy Rule, Security Rule, and Notification Rule;

(ii) The creation of and adherence to sufficient Privacy and Security Safeguards and Policies;

(iii) Timely Reporting of Violations in the Access, Use and Disclosure of PHI; and

(iv) Timely Reporting of Privacy and/or Security Incidents.

(c) The Provider warrants that it shall cooperate with DDA and TennCare, including cooperation and coordination with DDA and TennCare privacy officials and other compliance officers required by HIPAA and HITECH and their accompanying regulations, in the course of performance of the Agreement so that all parties to this Agreement will be in compliance with HIPAA and HITECH.

(d) DDA, TennCare and the Provider shall sign documents, including, but not limited to, business associate agreements, as required by HIPAA and HITECH, that are reasonably necessary to keep DDA, TennCare and the Provider in compliance with HIPAA and HITECH.

(e) As a party to this Agreement, the Provider hereby acknowledges its designation as a covered entity and/or business associate under the HIPAA regulations and agrees to comply with all applicable HIPAA and HITECH (hereinafter "HIPAA/HITECH") regulations.

(f) In accordance with HIPAA/HITECH regulations, the Provider shall, at a minimum:

(i) Comply with requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), including, but not limited to, the transactions and code sets, privacy, security, and identifier regulations, by their designated compliance dates. Compliance includes meeting all required transaction formats and code sets with the specified data sharing agreements required under the regulations;

(ii) Transmit/receive from/to its employees, subcontractors, clearinghouses, DDA and TennCare all transactions and code sets required by the HIPAA/HITECH regulations in the appropriate standard formats, utilizing appropriate and adequate safeguards, as specified under the law and as directed by TennCare so long as TennCare direction does not conflict with the law;

(iii) Agree that if it is not in compliance with all applicable standards defined within the transactions and code sets, privacy, security and all subsequent HIPAA/HITECH standards, that it will be in breach of this Agreement and will then take all reasonable steps to cure the breach or end the violation, as applicable. Since inability to meet the transactions and code sets requirements, as well as the privacy and security requirements, can bring basic business practices among DDA, TennCare and the Provider and between the Provider and its subcontractors to a halt, if for any reason the Provider cannot meet the requirements of this Section, TennCare may terminate this Agreement in accordance with the Business Associate Agreement ancillary to this Agreement;

(iv) Ensure that Protected Health Information (PHI) exchanged between the Provider, DDA, the MCOs, the DBM and TennCare is used only for the purposes of treatment, payment, or health care operations and health oversight and its related functions. All PHI not transmitted for these purposes or for purposes allowed under the federal HIPAA/HITECH regulations shall be de-identified to secure and protect the individual person supported' s PHI;

(v) Report to DDA's and TennCare's Privacy Office immediately upon becoming aware of any use or

disclosure of PHI in violation of this Agreement by the Provider, its officers, directors, employees, subcontractors or agents or by a third party to which the Provider disclosed PHI;

(vi) Specify in its agreements with any agent or subcontractor that will have access to PHI that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Provider pursuant to this Section;

(vii) Make available to person served by TennCare the right to amend their PHI in accordance with the federal HIPAA regulations. The Provider shall also send information to persons served educating them of their rights and necessary steps in this regard;

(viii) Make a person supported's PHI accessible to DDA or TennCare immediately upon request by DDA or TennCare;

(ix) Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA/HITECH regulations upon request;

(x) Create and adopt policies and procedures to periodically audit adherence to all HIPAA/HITECH regulations, and for which Provider acknowledges and promises to perform, including but not limited to, the following obligations and actions:

(xi) Agree to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained, or transmitted on behalf of DDA or TennCare agrees to use reasonable and appropriate safeguards to protect the PHI.

(xii) If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of that PHI upon termination, cancellation, expiration or other conclusion of the Agreement, and in accordance with this Section of this Agreement. The Provider shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. The Provider shall identify any PHI that cannot feasibly be returned or destroyed. Within such thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement, the Provider shall: (1) certify on oath in writing that such return or destruction has been completed; (2) identify any PHI which cannot feasibly be returned or destroyed; and (3) certify that it will only use or disclose such PHI for those purposes that make its return or destruction infeasible;

(xiii) Implement all appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement and, including, but not limited to, privacy, security and confidentiality requirements in 45 CFR §§ 160 and 164;

(xiv) Set up appropriate mechanisms to limit use or disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure;

(xv) Create and implement policies and procedures to address present and future HIPAA/HITECH regulatory requirements as needed, including, but not limited to: use and disclosure of data; de-identification of data; minimum necessary access; accounting of disclosures; person supported right to amend, access, request restrictions; notice of privacy practices and right to file a complaint;

(xvi) Provide an appropriate level of training to its staff and employees regarding HIPAA/HITECH-related policies, procedures, persons served rights and penalties prior to the HIPAA/HITECH implementation deadlines and at appropriate intervals thereafter;

(xvii) Track training of Provider staff and employees and maintain signed acknowledgements by staff and employees of the Provider's HIPAA/HITECH policies;

(xviii) Be allowed to use and receive information from DDA and TennCare where necessary for the management and administration of this Agreement and to carry out business operations where permitted under the regulations;

(xix) Be permitted to use and disclose PHI for the Provider's own legal responsibilities;

(xx) Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Provider's employees, subcontractors and other persons performing work for the Provider to have only minimum necessary access to PHI and personally identifiable data within their organization;

(xxi) Continue to protect and secure PHI AND personally identifiable information relating to persons served who are deceased;

(xxii) Be responsible for informing TennCare persons served receiving DDA services of their privacy rights in the manner specified under the regulations;

(xxiii) Make available PHI in accordance with 45 CFR § 164.524;

(xxiv) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526; and

(g) The Provider shall track all security incidents as defined by HIPAA/HITECH, and, as required by the HIPAA/HITECH Reports. The Provider shall periodically report in summary fashion such security incidents.

(h) DDA, TennCare and the Provider are "information holders" as defined in TCA § 47-18-2107. In the event of a breach of the security of Provider's information system, as defined by TCA § 47-18-2107, the Provider shall indemnify and hold DDA and TennCare harmless for expenses and/or damages related to the breach. Such obligations shall include, but not be limited to, mailing notifications to affected persons served. Substitute notice to written notice, as defined by TCA § 47-18-2107(e)(2) and (3), shall only be permitted with DDA's and TennCare's express written approval. The Provider shall notify DDA's and TennCare's Privacy Offices immediately upon becoming aware of any security incident that would constitute a "breach of the security of the system" as defined in TCA § 47-18-2107. The obligations created under this provision shall survive the termination of this Agreement.

(i) Notification of Breach & Notification of Provisional Breach. The Provider shall notify DDA's and TennCare's Privacy Offices immediately upon becoming aware of any incident, either confirmed or provisional, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of persons served PHI maintained or held by the Provider, including any unauthorized acquisition of person's served PHI by a Provider's employee, subcontractor or otherwise authorized user of the Provider's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, BlackBerrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.

D.19. Social Security Administration (SSA) Required Provisions for Data Security.

(a) The Provider shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 USC § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 USC § 3541, et seq.), and related National Institute of Standards and Technology guidelines. In addition, the Provider shall have in place administrative, physical, and technical safeguards for data.

(b) In order to meet certain requirements set forth in the State's Computer Matching and Privacy Protection Act Agreement (CMPPA) with the SSA, the Parties acknowledge that this Section shall be included in all agreements executed by or on behalf of the State. The Parties further agree that FISMA and NIST do not apply in the context of data use and disclosure under this Agreement as the Parties shall neither use nor operate a federal information system on behalf of a federal executive agency. Further, NIST is applicable to federal information systems; therefore, although encouraged to do so, the State, its contractors, agents and providers are not required to abide by the NIST guidelines.

(c) The Provider shall not duplicate in a separate file or disseminate, without prior written permission from DDA and TennCare, the data governed by this Agreement for any purpose other than that set forth in this Agreement for the administration of the TennCare program. Should the Provider propose a redisclosure of said data, the Provider must specify in writing to DDA and TennCare the data the Provider proposes to redisclose, to whom, and the reasons that justify the redisclosure. DDA and TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.

(d) The Provider agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement.

(e) The Provider shall provide a current list of Provider's employees of such Contractor with access to SSA data and provide such lists to TennCare upon request.

(f) The Provider shall restrict access to the data obtained from DDA and TennCare to only those authorized employees subcontractors and volunteers who need such data to perform their official duties in connection with purposes identified in this Agreement. The Provider shall not duplicate, disseminate, or disclose such data without obtaining DDA's or TennCare's prior written approval.

(g) The Provider shall ensure that its employees, subcontractors and volunteers:

(i) Properly safeguard PHI/PII furnished by DDA or TennCare under this Agreement from loss, theft or inadvertent disclosure;

(ii) Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Provider's employee, subcontractor or volunteer is at his or her regular duty station;

(iii) Ensure that laptops and other electronic devices/ media containing PHI/PII are encrypted and/or password protected;

(iv) Send emails containing PHI/PII only if encrypted or if to and from addresses that are secure; and

(v) Limit disclosure of the information and details relating to a PHI/PII loss only to those with a need to know.

(h) Provider's employees who access, use, or disclose DDA or DDA SSA-supplied data or TennCare or TennCare SSA-supplied data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

(i) Loss or Suspected Loss of Data —

(i) If an employee, subcontractor or volunteer of the Provider becomes aware of suspected or actual loss of PHI/PII, he or she must immediately contact DDA and TennCare **within one (1) hour** to report the actual or suspected loss. The Provider will use the Loss Worksheet located at https://stateoftennessee.formstack.com/forms/state_of_tennessee_division_of_tenncare_privacy_office to quickly gather and organize information about the incident. The Provider must provide DDA and TennCare with timely updates as any additional information about the loss of PHI/PII becomes available.

(ii) If the Provider experiences a loss or breach of said data, TennCare and/or DDA will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Provider shall bear any costs associated with the notice or any mitigation.

(j) DDA or TennCare may immediately and unilaterally suspend the data flow under this Agreement, or terminate this Agreement, if DDA or TennCare, in its sole discretion, determines that the Provider has: (1) made an unauthorized use or disclosure of DDA SSA-supplied data or TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Agreement.

(k) Legal Authority:

Federal laws and regulations giving SSA the authority to disclose data to DDA and TennCare and DDA's and TennCare's authority to collect, maintain, use and share data with Provider is protected under federal law for specified purposes:

(i) Sections 1137, 453, and 1106(b) of the Social Security Act (the Act) (42 USC §§ 1320b-7, 653, and 1306(b)) (income and eligibility verification data);

(ii) 26 USC § 6103(l)(7) and (8) (tax return. data);

(iii) Section 202(x)(3)(B)(iv) of the Act (42 USC § 401(x)(3)(B)(iv))(prisoner data);

(iv) Section 205(r)(3) of the Act (42, USC § 405(r)(3)) and Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, 7213(a)(2) (death data);

(v) Sections 402, 412, 421, and 435 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) (8 USC §§ 1612, 1622, 1631, and 1645) (August 22, 19960 (quarters of coverage data);

(vi) Children's Health Insurance Program Reauthorization Act of 2009, (Pub. L. 111-3) (February 4, 2009) (citizenship data); and

(vii) Routine use exception to the Privacy Act, 5 USC § 552a(b)(3)(data necessary to administer other programs compatible with SSA programs).

This Section further carries out Section 1106(a) of the Act (42 USC § 1306), the regulations promulgated pursuant to that section (20 CFR Part 401), the Privacy of 1974 (5 USC § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 USC § 3541 *et seq.), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the Provider must followwith regard to use, treatment, and safeguarding data.*

(l) SSA Definitions:

(i) "SSA-supplied data" — information, such as an individual's social security number, supplied by the Social Security Administration to DDA or TennCare to determine entitlement or eligibility for federally-funded programs (Computer Matching and Privacy Protection Agreement, "CMPPA" between SSA and F&A; Individual Entity Agreement, "IEA" between SSA and TennCare).

(ii) "Protected Health Information/Personally Identifiable Information" (PHI/PII) (45 CFR § 160.103; OMB Circular M-06-19 located at https://www.govinfo.gov/content/pkg/CFR-2013-title45-vol1/pdf/CFR-2013-title45-vol1-sec160-103.pdf) — Protected health information means individually identifiable health information that is: (i) Transmitted by electronic media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

(iii) "Individually Identifiable Health Information" — information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the

past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(iv) "Personally Identifiable Information" — any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, including any other personal information which can be linked to an individual.

(m) It is expressly understood and agreed the obligations set forth in this section, including those whose fulfillment requires retaining and presenting records, survive the termination of this Agreement.

D.20. Limited English Proficient Persons. With regard to Limited English Proficient (LEP) persons, the Provider shall comply with:

(a) Presidential Executive Order 13166 of August 11, 2000, (65 FR 50121); and

(b) Department of Health and Human Services "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (68 FR 47311-02 - August 8, 2003).

D.21. Lobbying. The Provider 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 Provider, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and entering into 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 Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

D.22. Public Accountability. Since this Agreement involves the provision of services to citizens by the Provider on behalf of the State, the Provider agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Provider shall display in a prominent place, located near the passageway through which the public enters in order to receive State funded services pursuant to this Agreement, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS PROVIDER IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

D.23. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, 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 Agreement, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Agreement.

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

(b) Prior to the use of any subcontractor in the performance of this Agreement, and semi-annually thereafter, during the period of this Agreement, the Provider 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 Agreement 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 Agreement. Attestations obtained from such subcontractors shall be maintained by the Provider and made available to DDA upon request.

(c) The Provider shall maintain records for all personnel used in the performance of this Agreement. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by DDA.

(d) The Provider understands and agrees that failure to comply with this section will be subject to the sanctions of Public Acts of 2006, Chapter Number 878 0 for acts or omissions occurring after its effective date. This law

requires the Commissioner of Finance and Administration to prohibit a Provider 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 (1) year after a Provider is discovered to have knowingly used the services of illegal immigrants during the performance of this Agreement.

(e) For purposes of this Agreement, "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 Agreement.

E. Special General Terms and Conditions.

E.1. TennCare Services and Activities Nondiscrimination Compliance Requirements.. In addition to the requirements of Section D.5. above, the Provider hereby agrees that it will comply with the following nondiscrimination compliance requirements that involve TennCare's services and activities, including the administrative oversight of the 1915(c) waiver programs:

(a) As a recipient of federal funds, Provider and any of its subcontractors, who are delivering TennCare services and activities under this Agreement, shall not exclude, deny benefits, or otherwise subject to discrimination, any members or participants on the grounds of disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws

(b) Policies, Procedures, and Trainings. The Provider shall be interacting with individuals from diverse cultural backgrounds including, individuals with LEP, individuals with low literacy, individuals with disabilities, including individuals with vision, cognitive, hearing, and speech disabilities, therefore, the Provider shall have policies and procedures for delivering TennCare services and activities in a nondiscriminatory and cultural competent manner, providing free language and communication assistance services to individuals, providing individuals with reasonable accommodations, discrimination complaint procedures, and for regularly inspecting assessment methods and any data algorithms, such as clinical algorithms, to promote equity and eliminate bias with generating assessment results. The Provider's staff members carrying out the terms of the Agreement shall receive annual training on the Provider's: policies on how to deliver services in nondiscriminatory and culturally competent manner, complaint procedures, process to obtain free language assistance services for LEP individuals, process for providing free effective communication services (auxiliary aids or services) to individuals with disabilities, and process for providing reasonable accommodations for individuals with disabilities. The Provider's new hires carrying out the terms of the agreement shall receive this training within thirty (30) days of joining the entity's workforce.

(c) Complaints and Reasonable Accommodations Involving TennCare's Services and Activities. Provider agrees to cooperate with the TennCare's Office of Civil Rights Compliance ("OCRC") and DDA's Office of Civil Rights during discrimination complaint investigations that relate to services and activities provided pursuant to this agreement and to report these types of discrimination complaints and allegations to OCRC and DDA Office of Civil Rights. The Provider shall provide any discrimination complaint or request for reasonable accommodation within in two (2) days of receipt to OCRC at HCFA.Fairtment@tn.gov and DDA at DDA.OCR@tn.gov. The Provider agrees to cooperate with OCRC, DDA, and other federal and state authorities during discrimination complaint investigations that involve TennCare services and activities. Provider must assist individuals in obtaining information on how they can report a complaint about their TennCare services or activities or request a reasonable accommodation for a disability related need that involves their TennCare's services by contacting OCRC. To satisfy this obligation the Provider may direct the individual to OCRC's webpage at: https://www.tn.gov/tenncare/members-applicants/civil-rights-compliance.html or to call TennCare Connect at 855-259-0701 if the member needs assistance with filing a complaint or a request for a reasonable accommodation. Complaints and other types of grievances that do not involve TennCare services or activities must be reported to DDA Office of Civil Rights.

(d) Electronic and Information Technology Accessibility Requirements. To the extent that the Provider is using electronic and information technology to fulfill its obligations under this Agreement to deliver TennCare services or activities, the Provider 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"), the Americans with Disabilities Act, and 45 C.F.R. pt. 92 (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 Provider shall use the most current W3C's Web Content Accessibility Guidelines ("WCAG") level AA or higher with a goal to transition to WCAG 3 level silver (For the W3C's guidelines see: https://www.w3.org/WAI/standards-guidelines/ and Section 508 standards: https://www.access-board.gov/ict/). If applicable under this Agreement, Provider agrees to comply with Title VI of the Civil Rights Act of 1964, by adding 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 a machine translate tool or translating the page into non-English languages as directed by the Division of TennCare.

(e) Cultural Competency. As required by 42 CFR 438.206, Provider shall participate in the State of Tennessee's efforts to promote the delivery of TennCare services and activities in a culturally competent manner to all

members, including those with Limited English Proficiency, disabilities and diverse cultural and ethnic backgrounds regardless of a TennCare member's sex. TennCare providers must have the capabilities to ensure physical access, reasonable accommodations, and accessible equipment for the furnishing of TennCare services to members with physical or mental disabilities.

(f) Ethical and Religious Directives or Conscience and Religious Beliefs. In the event the Provider has ethical and religious directives or conscience and religious beliefs that limit the TennCare services it will provide the following is applicable:

(i) The Provider shall provide a list to DDA of the TennCare services it does not deliver due to its ethical and religious directives or its conscience and religious beliefs. DDA shall furnish a copy of this list to TennCare, notating those services that are TennCare Covered Services. This list shall be used by DDA and TennCare to provide information to members about where and how the members can obtain the TennCare services that are not being delivered by the Provider due to its ethical and religious directives or its conscience and religious beliefs.

(ii) Should an issue arise during a TennCare service interaction, the Provider shall inform the member that DDA has additional information on TennCare services/procedures that are covered by TennCare and providers who deliver those services. The Provider is not required to make specific recommendations or referrals.

(g) TennCare Provider Discrimination Prohibition. Provider shall not discriminate with respect to participation, reimbursement, or indemnification of a provider/subcontractor who is acting within the scope of their license or certification under applicable State law, solely on the basis of such license or certification in delivering TennCare services or activities. Provider shall not discriminate against a provider/subcontractor for serving high-risk TennCare members or if a provider specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting TennCare, DDA, or Provider from limiting a provider's employees or subcontractor's participation to the extent necessary to meet the needs of TennCare members. This provision is not intended and shall not interfere with measures established by TennCare and DDA that are designed to maintain quality of care practice standards and control costs. In addition, as a TennCare participant providers/subcontractors shall not be subjected to discrimination because of their race, color, national origin, disability, age, sex, conscience and religious freedom, or other statuses protected by federal and/or state law.

Required Approvals.The State is not bound by this Provider Agreement until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

IN WITNESS WHEREOF,

COMMUNITY OPTIONS INC

Claims Attestation- The Provider acknowledges and agrees that by signing this Provider Agreement, it is agreeing to the following: "I understand that payment and satisfaction of this claim will be from federal and state funds, and that any false claims, statements, documents, or concealment of a material fact, may be prosecuted under applicable federal and/or state laws." 42 CFR §§ 455.18 and 455.19,

Robert Stack	7/3/2025
SIGNATURE	**DATE**

Robert Stack, CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF DISABILITY AND AGING:

Brad Turner	7/23/2025
Brad Turner, Commissioner	**DATE**

DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE:

James Bryson	7/28/2025
James Bryson, Commissioner	**DATE**

AUTHORIZATION TO VENDOR

STATE		VENDOR	
STAGE AGENCY:	Department of Disability and Aging	VENDOR:	COMMUNITY OPTIONS INC
		FEIN/SSN:	222964056
		ADDRESS:	16 Farber Road, Princeton, NJ 08540
ALLOTMENT:	344.02	PHONE:	(609) 951-9900
COST CENTER:	Multiple	FAX:	(609) 951-9112

SERVICE

REFER TO INDIVIDUAL SUPPORT PLAN FOR: SERVICE AUTHORIZED, SERVICE DATES, SERVICE COST

TERMS OF AUTHORIZATION

1. The Vendor 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 the authorized service or in the employment practices of the Vendor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
2. The State may terminate this purchase without cause for any reason, and such termination shall not be deemed a breach of contract by the State.
3. Activities and records pursuant to this Authorization shall be subject to monitoring and evaluation by the State or duly appointed representatives.
4. The State is not responsible for the payment of services rendered without specific, written authorization.
5. The Vendor will submit an invoice in form and substance acceptable to the State to effect payment. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. The Provider's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this agreement, not to constitute proper remuneration for compensable services. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this Contract any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
6. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
7. The Vendor shall ensure compliance with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
8. This Authorization to Vendor and the Vendor shall be subject to the terms and conditions of the Vendor's "Provider Agreement" with the State of Tennessee.

This Authorization To Vendor shall be effective upon acceptance.

AUTHORIZATION		ACCEPTANCE	
SIGNATURE:	Brad Turner	SIGNATURE:	Robert Stack
TITLE:	Commissioner	TITLE:	CEO
DATE:	7/23/2025	DATE:	7/3/2025

ATTESTATION PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	25-074-00
CONTRACTOR LEGAL ENTITY NAME:	COMMUNITY OPTIONS INC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	222964056

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.

Robert Stack

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.

Robert Stack, CEO

PRINTED NAME AND TITLE OF SIGNATORY

7/3/2025

DATE OF ATTESTATION

DEFINITIONS

For purposes of this Agreement, the terms set forth below in bold lettering shall be defined and have the meanings contained in this Attachment C unless otherwise specified in this Provider Agreement.

Abuse (of a person) shall mean, unless noted, the knowing infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain, or mental anguish.

CMS: The Federal Centers for Medicare and Medicaid Services which provide authority for and oversight of the Medicare and Medicaid programs administered in each state, including the TennCare Program in Tennessee.

TennCare: Department of Finance and Administration, Division of Health Care Finance and Administration, Division of TennCare (TennCare) — Either the Division of TennCare itself, or the program administered by the Single State Agency as designated by the state and CMS pursuant to Title XIX of the Social Security Act and the Section 1115 and 1915(c) Research and Demonstration Waivers granted to the State of Tennessee. See TN Rules & Regs. Chap. 1200-13-13-.01 and 1200-13-14-.01. (add TCA enabling statute cite)

Department of Disability and Aging (DDA): The department of the State of Tennessee responsible for the administration of the state's Home and Community-Based Waivers for the Intellectually Disabled.

DHHS OIG: United States Department Health and Human Service Office of Inspector General.

DDA Provider Manual (DDA Manual): The DDA Provider Manual provides an outline for the basic principles and requirements for delivery of quality services to people with intellectual disabilities. All providers who participate in state and federally funded service delivery programs must have an executed provider agreement which requires compliance with the DDA Provider Manual. The DDA Manual may be accessed at https://www.tn.gov/disability-and-aging.

DOJ: United States Department of Justice.

Employee: Any employee, staff member, officer, agent, subcontractor, or other person or entity acting for or on behalf of any of the parties to this Provider Agreement in connection with the requirements and responsibilities contained herein.

Fraud: An intentional deception or misrepresentation made by a person who knows or should have known that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable federal or state law. *See TN Rules & Regs. Chap. 1200-13-13-.01 and 1200-13-14-.01.*

Health Oversight Agencies: Comprised of TennCare, the Office of the Comptroller of the Treasury, and any other State or federal health oversight agencies, such as Office of Inspector General (OIG), Tennessee Bureau of Investigation, Medicaid Fraud Control Unit (TBI MFCU), Department Health and Human Service Office of Inspector General (DHHS OIG), and the Department of Justice (DOJ), which monitor state Medicaid programs for the purposes of detection and prosecution of fraud or abuse.

HIPAA: Health Insurance Portability and Accountability Act of 1996

HITECH: Health Information Technology for Economic and Clinical Health Act

Independent Support Coordinator (ISC): Independent Support Coordinator (ISC) or Case Manager (CM): shall mean a person who provides support coordination services to a person supported and who is responsible for developing, monitoring and assuring the implementation of the Person Centered Support Plan (PCSP) and who assists the person supported in identifying, seeking, obtaining, coordinating and using both paid services and natural supports to enhance the person's independence, integration in the community and productivity as specified in the PCSP.

Independent Support Coordination Agencies: Shall mean an agency that employees ISCs

Person Centered Support Plan (PCSP): shall mean Tennessee's format for the federally required plan of care. The PCSP is a person-centered document that provides an individualized, comprehensive description of the person as well as guidance for achieving outcomes that are important to the person in achieving a good quality of life in the setting in which they reside. The PCSP clearly describes the needs of the person and the services and supports required to meet those needs. The PCSP also serves as the vehicle for justifying the person's need for services so that services can be authorized.

Person Centered Support Plan (PCSP) Amendment: An amendment to the Person Centered Support Plan. See definition for *"Person Centered Support Plan"*.

Individualized Transition Plan (ITP): The plan formulated by the IEP team for a child with a disability no later than age fourteen (14). The plan will include identification of the transition service needs of the child. *See TN Rules & Regs. Chap. 0520-01-09.12(4).*

Managed Care Organization (MCO): An individual's "health plan" in Tennessee, and payer of 1915 (c) waiver claims.

Natural Support: Unpaid support and assistance provided voluntarily to the person supported by family members, friends, neighbors, and others in the community, or by organizations or entities that serve the general public at no cost to the waiver program.

OIG: Tennessee Office of Inspector General.

Opportunity for Recoupment Review (ORR): shall mean the DDA process that allows the provider to request a review and submit additional documentation that may reduce or eliminate a recoupment.

Provider: A party to this Provider Agreement that is an approved provider of services to persons with intellectual disabilities which may be rendered only upon authorization by DDA pursuant to an approved plan of care (i.e., the PCSP).

Provider Agreement (Agreement): Provider Agreement (Agreement): Shall mean a signed agreement between DDA, the Division of TennCare and an approved provider that specifies the terms and conditions a provider must meet to receive reimbursement for services provided.

Provider Employee: Any employee, staff member, officer, agent, subcontractor, or other person or entity acting for or on behalf the Provider in connection with this Provider Agreement.

Recoupment: The return of unearned amounts paid to a Provider resulting from non-compliance with this Provider Agreement. See TCA § 33-2-

408(c).

Sanctioning Agencies: DDA, TennCare, and the applicable State licensure or certification authorities, which may invoke sanctions and licensure actions pursuant to TCA § 33-2-408, as well as those sanctions contained in the DDA Provider Manual and/or " DDA Sanction Policy", any other applicable state licensure or certification laws, and/or other applicable state and federal rules or regulations.

SCHIP: State Children's Health Insurance Program.

Person Supported: A person receiving service, has applied for service, or for whom someone has applied for proposed service because the person has a mental illness, serious emotional disturbance, or a developmental disability. See TCA § 33-1-101.

SSA: Social Security Administration

State of Tennessee (State): Refers to the State of Tennessee collectively, as in "State employees", when one or more departments or divisions of the Tennessee government are not specified in the Provider Agreement.

Subcontract: A separate agreement, containing all required provisions set forth in this Provider Agreement, which is entered into by the Provider with any entity, organization or person who agrees to perform any administrative function or service for the Provider specifically related to securing or fulfilling the Provider's obligations to DDA and TennCare under the terms of this Agreement (e.g., claims processing, disease management) when the intent of such an agreement is to delegate the provision of any service or group of services required by this Agreement. This shall also include any and all agreements between any and all subcontractors for the purposes related to securing or fulfilling the Provider's obligations to DDA and TennCare under the terms of this Agreement.

Subcontractor: Any employee, staff member, officer, agent, subcontractor, or other person or entity acting for or on behalf the Provider who provides any function of service for the Provider specifically related to securing or fulfilling the Provider's obligations to DDA and TennCare under the terms of this Agreement.

TBI MFCD: Tennessee Bureau of Investigation, Medicaid Fraud Control Division

TennCare Records: Including, but not limited to medical records, billing records, financial records including 1099 forms, and/or any records related to services rendered, quality, appropriateness and timeliness of services and/or any records relevant to an administrative, civil and/or criminal investigation and/or prosecution.

TennCare Rules: Means the rules and regulations promulgated by TennCare pursuant to TCA § 71-5-102 for the purpose of establishing or modifying benefits or cost-sharing requirements, defining categories or eligible enrollees, and establishing eligibility requirements to make medical assistance possible for those recipients determined to be eligible under TCA Chapter 6 Programs and Services for Poor Persons in conformity with the requirements of Title XIX of the Social Security Act and the Section 1115 and Section 1915(c) Research and Demonstration Waivers granted to the State of Tennessee.

Volunteer: An individual who performs or offers to perform for the provider a service or an obligation without receiving wages, a fee or in-kind payment but remains subject to all the same requirements as an employee under this agreement.