



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00840	Edison ID	Contract # 71280	Amendment # 1
Contractor Legal Entity Name Department of Disability and Aging			Edison Vendor ID 0000000051
Amendment Purpose & Effect(s) Name Change (Merge of DIDD and TCAD)			
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2026	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0
Funding —			
FY	State	Federal	Interdepartmental
2022			
2023			
2024			
2025			
2026			
2027			
TOTAL:			N/A
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <div style="font-size: 2em; font-weight: bold;">Crystal G. Allen</div> <div style="margin-top: 10px;"> Digitally signed by Crystal G. Allen Date: 2024.05.31 15:36:52 -05'00' </div>		CPO USE	
Speed Chart (optional)		Account Code (optional)	

AMENDMENT 1 OF CONTRACT 71280

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "State", "Procuring State Agency", or "TennCare" and Department of Disability and Aging, hereinafter referred to as the "Contractor" or "Contracting State Agency." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section E.12.:

E.12. Contractor Name. All references to "Department of Intellectual and Developmental Disabilities" shall be deleted and replaced with "Department of Disability and Aging."

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DEPARTMENT OF DISABILITY AND AGING:

Brad Turner

Digitally signed by Brad Turner
Date: 2024.07.05 12:07:44
-05'00'

0705-24

SIGNATURE

DATE

Brad Turner, Commissioner

PRINTED NAME AND TITLE OF SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE:**

Jim Bryson

JIM BRYSON, COMMISSIONER

7/5/2024

DATE



INTERAGENCY AGREEMENT SUMMARY

(Interagency Agreement between state agencies, including the University of Tennessee or Board of Regents colleges and universities)

Begin Date July 1, 2021	End Date June 30, 2026	Agency Tracking # 31865-00840	Edison ID 71280		
Contracting State Agency Name Department of Intellectual and Developmental Disabilities (DIDD)		Edison Supplier ID 0000000051			
CFDA #					
Service Caption Pre-Admission Screening and Resident Review (PASRR) Evaluation Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2022					
2023					
2024					
2025					
2026					
2027					
TOTAL:					N/A
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional)		Account Code (optional)		<i>CPO USE - IA</i>	

**INTERAGENCY AGREEMENT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE
AND**

DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES

This Interagency Agreement (Interagency Agreement), by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "Procuring State Agency" or "TennCare" and the Department of Intellectual and Developmental Disabilities, hereinafter referred to as the "Contracting State Agency" or "Contractor" is for the provision of Pre-Admission Screening and Resident Review (PASRR) evaluation services as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The Contracting State Agency shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Interagency Agreement.
- A.2. The Contracting State Agency Shall provide in-depth review of each PASRR Level II Evaluation, Summary of Findings Reports, and recommended outcomes to assure it identifies opportunities for diversion from institutionalization to the community, makes recommendations for short term approvals and community placement alternatives as appropriate, is person centered, that the level of care applied is accurate, and that the specialized services identified are appropriate and meet the person's needs in the least restrictive setting. A Summary of Findings Report will be received from the State PASRR Contractor for each PASRR Level II Evaluation conducted for applicants identified and determined by the PASRR Level I Screening as a person with a potential or known diagnosis of Serious Mental Health Illness (SMI) or Intellectual and Development Disability (IDD), and/or Related Condition (RC). The Contracting State Agency shall:
 - a. Provide in-depth review of Level II Evaluations and Summary of Findings Reports and make a final determination as to whether there is a need for specialized services to treat the mental health diagnosis and/or related condition and whether such treatment can be provided in the nursing facility such that nursing facility care is appropriate and provides rehabilitative or long term services and supports in the most integrated and least restrictive setting. Such determination must be consistent with criteria adopted and approved by TennCare.
 - b. Identify specific mental health services required to meet an evaluated individual's needs when the individual is determined to require specialized services.
 - c. Coordinate and facilitate, where appropriate, the timely provision of specialized services for mental illness, when a person who is found appropriate for nursing facility services is determined to need such services. This includes coordinating with a person's assigned Managed Care Organization (MCO) and facilitating the provision of specialized services for individuals living in a nursing facility when such person require both nursing facility placement and specialized services or has been determined not appropriate for nursing facility services but have continuously resided in a nursing facility for at least thirty (30) months before the determination is made and chooses to remain in the facility and receive specialized services in that setting; as well as facilitating the arrangement of specialized services in an alternative appropriate setting when the person does not meet the level of care criteria for NF services and/or is not appropriate for NF services, but requires specialized services and has not met the thirty (30) month requirement. If an individual

receiving NF services is determined by the PASRR process to not meet the level of care criteria for NF care and/or is not appropriate for NF services and has not resided in the NF for at least thirty (30) months before determination is made, facilitating the arrangement of specialized services in an alternative appropriate setting must occur within thirty (30) days of notification of discharge from the NF, or if the appeal is timely filed, immediately upon resolution of such appeal, as Federal Financial Participation (FFP) for NF care is no longer available.

- d. Assist with online referrals when individuals appear to meet prioritization and enrollment criteria for Employment and Community First CHOICES.
- e. Review, make edits, recommend corrections or changes to the State's PASRR Contractor when necessary and approve through electronic signature to finalize each Level II Summary of Findings Report. Such approval is required prior to notification of the decision to individuals and providers by the State's PASRR Contractor.
- f. Review and make a final determination of each Level II Evaluation within two (2) business days from receipt of the Summary of Findings Report from the State's PASRR Contractor.
- g. Return deficient evaluations with revision recommendations to the State's PASRR Contractor within two (2) business day from receipt of the Summary of Findings Report.
- h. Recognize that Level II Evaluations resulting from a change in condition or status follow the same requirements as outlined above.
- i. Assist in the resolution of appeals in the preparation of the State's case and provide expert testimony as the State's intellectual and development disability authority in all hearings resulting from appeal of a decision regarding whether an individual requires the level of services provided by a nursing facility and whether specialized services or mental health treatment is needed.
- j. Ensure that all reviews and decisions made by the Contracting State Agency are documented and made available to the State and the State's PASRR Contractor electronically via the PASRR tracking system.

A.3 The Contracting State Agency shall provide Supports Intensity Scale (SIS) assessments and reporting as follows. The Contracting State Agency shall:

- a. Request SIS assessments from the State's PASRR Contractor on a triennial schedule (to occur once every three (3) years) for each person enrolled in an Home and Community Based Services (HCBS) waiver and receiving residential, personal assistance services, and/or employment or day services.
- b. Request SIS assessments from the State's PASRR Contractor on an as needed basis for anyone enrolled in a waiver who had a significant change in status since the last SIS assessment performed.
- c. Report to TennCare on a monthly basis the number of SIS assessments performed by the State's PASRR Contractor. This report shall be provided on the 10th of each month and include data from the previous month. The data must include the recipient's name, Date of Birth, Medicaid ID, and the date the assessment was performed.

A.4 The Contracting State Agency shall maintain and manage the existing contract with American Association on Intellectual and Developmental Disabilities (AAIDD) for the following:

- a. Access and use of the SIS online assessment tools;

- b. Software licensing;
 - c. User manuals; and
 - d. Paper interview forms.
- A.5. The Contracting State Agency shall meet the following Quality Monitoring and Quality Improvement Requirements.
- a. The Contracting State Agency shall be responsible for assuring that all PASRR Level II Evaluations and Summary of Findings Reports are compliant with federal requirements stated in the Social Security Act §1919(e)(7), the Final Rule Published 1992: 57 FR 230, and 42 CFR §§ 483.100 through 483.138 and State Rule.
 - b. The Contracting State Agency shall verify that Level II Evaluations are performed by qualified individuals.
 - c. The Contracting State Agency shall verify that the Summary of Findings Report is developed using information from the onsite face-to-face evaluation and available supplemental information obtained from interviewing the individual, in person or electronically, and through available supplemental psychiatric and medical documentation.
 - d. The Contracting State Agency shall assure that all completed Summary of Findings Reports include accurate specialized service determinations in accordance with State Rules.
 - e. The Contracting State Agency shall ensure that the Summary of Findings Report is person centered, identifies services and supports the applicant would need if living in the community, identifies natural and paid supports available to meet identified needs, includes an assessment of overall needs, determines level of care acuity and determines if nursing facility placement is appropriate. If nursing facility placement is recommended, determine specialized service needs in the nursing facility, including clinical recommendations for rehabilitative services, rationales, case abstracts, and appropriate demographic information as described in 42 CFR §§ 483.100 through 483.138.
 - f. When a PASRR related process or function is found to be non-compliant, the Contracting State Agency shall notify the State's PASRR Contractor to remedy and if any indication of a systemic deficiency is suspected, the Contracting State Agency's programmatic lead must also notify TennCare immediately and participate in actions to remedy an identified deficiency or any identified systemic deficiencies.
 - g. When an MCO requests an interagency review prior to authorizing specialized services as recommended, the Contracting State Agency will participate in such interagency review and lend necessary expertise as Tennessee's intellectual and developmental disability authority and PASRR subject matter expert.
 - h. The Contracting State Agency must participant in and maintain transparent, documented procedures for all activities that demonstrate alignment with contract, State Rule, and federal requirements. All policies and procedures must be approved by TennCare in advance.
 - i. On the 10th of each month, the Contracting State Agency shall produce for TennCare, for the previous month, a report detailing the following:

- (1) The number of PASRR reviews performed and the outcome;
- (2) The number of appeals researched and the outcome;
- (3) The number of hearings participated in; and
- (4) The number of interagency reviews performed.

A.6. The Contracting State Agency shall have hardware and technology available to allow for secure web based retrieval and access of information and assignments and data entry of decisions into the State Contractor's electronic workflow and tracking system. This includes:

- a. Acceptance, assignment, and recording of decision on all completed PASRR Level II Evaluations, Summary of Findings Reports and outcomes assigned to the Contracting State Agency.
- b. Documentation of state feedback the State's PASRR Contactor for revision when PASRR outcomes are not approved by Contracting State Agency.
- c. Read access view to all submitted PASRR Level I Screenings, Level II Evaluations and summaries, change of status notifications and all related processes and notifications occurring within the State's PASRR Contractor's tracking system.
- d. The means by which to make and document reviews outside the electronic system as prescribed by TennCare, and only when mandated by TennCare, when paper based reviews outside the system are necessary when a patient is currently out of state and transferring to Tennessee, when business continuity requires such during disaster recovery efforts and other similar circumstances.

A.7. The Contracting State Agency shall provide the following experience, structure, staffing and resources necessary to comply with state and federal PASRR laws and requirements and AAIDD requirements related to SIS, and shall ensure that the programmatic lead and any additional staff continue PASRR education to remain familiar with current and emerging federal requirements and guidance.

- a. Programmatic lead with demonstrated expertise in regulatory requirements who will serve as Tennessee's PASRR technical expert and intellectual and developmental disability authority and whose contact information is shared as a resource to others by the PASRR Technical Assistance Center to oversee PASRR decisions as described in sections A.2 and A.3 and participate in interagency meetings and reviews;
- b. Staff to ensure that Level II PASRR decisions are made in accordance with Federal guidance and state regulations in a timely manner;
- c. Staff available to participate in virtual or in-person meetings, scheduled or impromptu, with the State and/or the State's PASRR Contractor;
- d. Subject matter expert on SIS and AAIDD requirements related to SIS; and
- e. Staff to assist with PASRR hearing reviews and serve as expert witnesses in related hearings.

B. INTERAGENCY AGREEMENT TERM:

B.1. This Agreement shall be effective on July 1, 2021 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term") thereby ending on June 30, 2026. The

Procuring State Agency shall have no obligation for goods or services provided by the Contracting State Agency prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. There shall be no cost to either party for the performance of services under this Agreement.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.
- D.2. Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.
- D.3. Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise the option of terminating this Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by the Procuring State Agency in its sole discretion.
- D.4. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate this Agreement upon written notice to the Contracting State Agency. Said termination shall not be deemed a breach of this Agreement by the Procuring State Agency. Upon receipt of the written notice, the Contracting State Agency shall cease all work associated with this Agreement. Should such an event occur, the Contracting State Agency shall be entitled to compensation for all satisfactory and goods delivered and accepted or authorized services completed as of the termination date. Upon such termination, the Contracting State Agency shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.
- D.6. Communications and Contacts. All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:

Deputy Commissioner
Department of Finance and Administration
Division of TennCare
310 Great Circle Road
Nashville, Tennessee 37247-6501
Telephone # (615) 253-5607

The Contracting State Agency:

Deputy Commissioner
Department of Intellectual and Developmental Disabilities
UBS Tower, 8th Floor
315 Deaderick Street
Nashville, TN 37243
Telephone # (615) 532-6530

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

- D.7. Termination for Cause. If the Contracting State Agency fails to properly perform its obligations under this Interagency Agreement in a timely or proper manner, or if the Contracting State Agency violates any terms of this Interagency Agreement, the Procuring State Agency shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services.
- D.8. Subcontracting. The Contracting State Agency shall not assign this Interagency Agreement or enter into a subcontract for any of the services performed under this Interagency Agreement without obtaining the prior written approval of the Procuring State Agency. Notwithstanding any use of approved subcontractors, the Contracting State Agency shall be the prime contractor and shall be responsible for all work performed.
- D.9. Monitoring. The Contracting State Agency's activities conducted and records maintained pursuant to this Interagency Agreement shall be subject to monitoring and evaluation by the Procuring State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contracting State Agency shall submit brief, periodic, progress reports to the Procuring State Agency as requested.
- D.11. State and Federal Compliance. The Contracting State Agency shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.
- D.12. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the Procuring State Agency or acquired by the Contractor on behalf of the Procuring State Agency that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit the Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the Procuring State Agency or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Agreement.

- E.2. HIPAA Compliance. The State and the Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Interagency Agreement.
- a. The Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Interagency Agreement.
 - b. The Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Interagency Agreement so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Interagency Agreement is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- E.3. Business Associate. As the Contractor will provide services to TennCare pursuant to which the Contractor will have access to, receive from, create, or receive on behalf of TennCare Protected Health Information, or Contractor will have access to, create, receive, maintain or transmit on behalf of TennCare Electronic Protected Health Information (as those terms are defined under HIPAA and HITECH), Contractor hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations and any further responsibilities set forth in the Business Associate Agreement between the Parties.
- E.4. Notification of Breach and Notification of Suspected Breach. The Contractor shall notify TennCare's Privacy Office immediately upon becoming aware of and in no case later than 48 hours after discovery of any incident, either confirmed or suspected, 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 enrollee PHI maintained or held by the Contractor, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Contractor'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.
- E.5. Authority. If other State or local agencies or offices perform services for TennCare, including the Contractor, these entities do not have the authority to change or disapprove any administrative decision of TennCare, or otherwise substitute their judgment for that of TennCare with respect to the application of policies, rules and regulations issued by TennCare.
- E.6. Applicable Laws, Rules, Policies and Court Orders. The Contractor agrees to comply with all applicable federal and State laws, rules, regulations, sub-regulatory guidance, executive orders,

TennCare Waivers , and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare and CHIP programs. Such compliance shall be performed at no additional cost to the State.

- E.7. Disclosure of Personally Identifiable Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters and/or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to TennCare under this agreement or otherwise available at law.
- E.8. Severability. If any terms and conditions of this Interagency 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 Interagency Agreement are declared severable.
- E.9. Records. The Contractor shall maintain documentation for all charges under this Interagency Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Interagency Agreement, shall be maintained for a period of ten (10) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.10. Social Security Administration (SSA) Required Provisions for Data Security. The Contractor shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 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 U.S.C. § 3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the Contractor shall have in place administrative, physical, and technical safeguards for data.
- a. The Contractor shall specify in its agreements with any agent or subcontractor that will have access to data that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Contractor pursuant to this Section;
 - b. The Contractor shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Interagency Agreement for any purpose other than that set forth in this Interagency Agreement for the administration of the TennCare program. Should the Contractor propose a redisclosure of said data, the Contractor must specify in writing to TennCare the data the Contractor proposes to redisclose, to whom, and the reasons that justify the redisclosure. TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.
 - c. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Interagency Agreement.
 - d. The Contractor shall maintain a current list of the employees of such Contractor with access to SSA data and provide such lists to TennCare upon request and at any time there are changes.

- e. The Contractor shall restrict access to the data obtained from TennCare to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Interagency Agreement. The Contractor shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.
- f. The Contractor shall ensure that its employees:
 - 1. Properly safeguard SSA-supplied data furnished by TennCare under this Interagency Agreement from loss, theft or inadvertent disclosure;
 - 2. Receive regular, relevant and sufficient SSA data related training, including use, access and disclosure safeguards and information regarding penalties for misuse of information;
 - 3. Understand and acknowledge that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor's employee is at his or her regular duty station;
 - 4. Ensure that laptops and other electronic devices/ media containing SSA-supplied data are encrypted and/or password protected;
 - 5. Send emails containing SSA-supplied data only if the information is encrypted or if the transmittal is secure; and,
 - 6. Limit disclosure of the information and details relating to a SSA-supplied data loss only to those with a need to know.

Contractor employees who access, use, or disclose TennCare or TennCare SSA-supplied data in a manner or purpose not authorized by this Interagency Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

- g. Loss or Suspected Loss of Data - If an employee of the Contractor becomes aware of suspected or actual loss of SSA-supplied data, the Contractor must notify TennCare immediately upon becoming aware to report the actual or suspected loss. The Contractor must provide TennCare with timely updates as any additional information about the loss of SSA-supplied data becomes available.

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

- h. TennCare may immediately and unilaterally suspend the data flow under this Interagency Agreement, or terminate this Interagency Agreement, if TennCare, in its sole discretion, determines that the Contractor has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Interagency Agreement.
- i. This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. 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 U.S.C. 3541 *et seq.*), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the SSA stipulates that the Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal

information system.

j. Definitions

“SSA-supplied data” or “data” as used in this section means an individual’s personally identifiable information (e.g. name, social security number, income), supplied by the Social Security Administration to TennCare to determine entitlement or eligibility for federally-funded programs pursuant to a Computer Matching and Privacy Protection Act Agreement and Information Exchange Agreement between SSA and the State of Tennessee.

E.11. Nondiscrimination Compliance Requirements.

- a. The Contracting State Agency agrees that it shall comply with the applicable federal and State civil rights laws and regulations, which may include, but are not limited to, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 42 U.S.C. § 18116. As part of this compliance no person on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contracting State Agency’s obligation under its agreement with TennCare or in the employment practices of the Contractor.
- b. The Contracting State Agency agrees that its civil rights compliance staff member will work directly with TennCare’s Nondiscrimination Compliance Director in order to implement and coordinate nondiscrimination compliance activities. The Contractor shall provide to TennCare, within ten (10) days of signing this Contract, the name and contact information of its civil rights compliance staff member. If at any time that position is reassigned to another staff member, the new staff member’s name and contract information shall be reported in writing to TennCare within ten (10) calendar days of assuming these duties.

IN WITNESS WHEREOF,

DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES:

<i>Brad Turner / ASW</i>	06/29/21
BRAD TURNER, COMMISSIONER	DATE

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

Butch Eley	Digitally signed by Butch Eley Date: 2021.06.23 11:08:19 -05'00'
HOWARD (BUTCH) ELEY, COMMISSIONER	DATE