

9500112967

Begin Date	End Date	Agency Tracking #	Edison ID		
June 15, 2022	June 14, 2027	31865-00850	74678		
Contracting State Agency Name		Edison Supplier ID			
University of Tennessee, College of Pharmacy		0000000051; 0000002802			
CFDA #					
N/A					
Service Caption					
Managed Care Pharmacy Practice Experience Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - IA</i>	
Crystal G. Allen		Digitally signed by: Crystal G. Allen DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = TennCare/Budget Date: 2022.06.01 09:39:44 -06'00'			
Speed Chart (optional)		Account Code (optional)			

**INTERAGENCY AGREEMENT BETWEEN
THE STATE OF TENNESSEE
THE STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES,
THE DIVISION OF TENNCARE, AND
THE UNIVERSITY OF TENNESSEE, COLLEGE OF PHARMACY**

This 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”, the “State”, or “TennCare”, and the University of Tennessee on behalf of its Health Science Center, College of Pharmacy, hereinafter referred to as the “Contracting State Agency” or “UT Pharmacy”, is for the participation by pharmacy residents (“Residents”) in the Managed Care Pharmacy Practice Experience (PPE) Program (the “Program”), as further defined in the “Scope of Services.” TennCare and UT Pharmacy shall collectively be referred to as the “Parties”.

WHEREAS, TennCare is the single state Medicaid agency for the administration of medical assistance services, the TennCare Program, in the State of Tennessee, in accordance with Title XIX of the Social Security Act and Tennessee Code Annotated (T.C.A.) § 71-5-104; and

WHEREAS, UT Pharmacy offers educational programs in pharmacy in accordance with the laws of the State of Tennessee observing the guidelines of the Accreditation Council for Pharmacy Education; and

WHEREAS, the Parties agree that this Interagency Agreement does not constitute any delegation by TennCare of Medicaid policy and decision-making authority; and

WHEREAS, the Parties have a common interest in providing Residents with opportunities to learn about and perform various pharmaceutical duties as designated by the Parties; and

WHEREAS, the Parties mutually recognize that coordination between them will serve the best interest of the State of Tennessee.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties do hereby enter into this Interagency Agreement according to the provisions set forth herein.

A. SCOPE OF SERVICES:

- A.1. The Contracting State Agency shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Interagency Agreement.
- A.2. Assignment of Resident. The Program shall place one (1) Resident at a time pursuant to a schedule to be mutually agreed upon by the Parties.
- A.3. Supporting Documentation. UT Pharmacy and Resident shall work with TennCare to ensure that any documentation necessary for the Resident to participate in the Program is in place prior to each Resident beginning his/her rotation.
- A.4. Resident Status: UT Pharmacy shall ensure that:
 - a. Residents are not in any manner classified as State employees or as volunteers, as those terms are defined in TCA §§ 8-42-101(3)(A) through 8-42-101(3)(E).
 - b. No legal relationship, including employment or agency relationship, exists between the UT Pharmacy’s Residents and TennCare.
 - c. Sufficient oversight by UT Pharmacy is utilized to prevent Residents from making clinical decisions or judgments affecting TennCare enrollees.
- A.5. Criminal Background Checks.

- a. UT Pharmacy shall complete a background check on Residents within ninety (90) days prior to a Resident's enrollment in the Program. UT Pharmacy shall ensure the Resident's background check meets all future Program requirements during the Resident's enrollment in the Program if the results are archived by UT Pharmacy or the background agency. UT Pharmacy shall ensure that information obtained by the background check of Residents is archived for up to seven (7) years by either UT Pharmacy or the background check agency/vendor. UT Pharmacy shall assume the costs of the background check.
- b. UT Pharmacy shall not make any decisions regarding the necessity of the background checks or TennCare eligibility standards excluding Residents from participation in the Program. UT Pharmacy shall inform Residents excluded from Program placement of any review or appeal process pursuant to their rights under the Fair Credit Reporting Act (see 15 U.S.C. § 1681).
- c. UT Pharmacy shall ensure that all background checks comply with the following components:
 - (1) Multi-county physical courthouse criminal records search of all places of residence in the past seven (7) years. UT Pharmacy shall verify all known names and addresses as revealed on the social security report;
 - (2) Violent Sexual Offender and Predator Registry Search;
 - (3) Tennessee abuse registry maintained by the Department of Health pursuant to TCA § 68-11-1004;
 - (4) United States Department of Health and Human Services, Office of the Inspector General (HHS/OIG) List of Excluded Individuals;
 - (5) General Services Administration (GSA) List of Parties Excluded from Federal Programs;
 - (6) U.S. Treasury, Office of Foreign Assets Control;
 - (7) List of Specially Designated Nationals, and
 - (8) Health care licensure verification (if the Resident is currently or previously licensed).
- d. UT Pharmacy shall ensure that the following persons are excluded from participating in the Program:
 - (1) Persons with a history of any felony conviction within the last seven (7) years;
 - (2) Persons with a history of any class A misdemeanor conviction within the last five (5) years;
 - (3) Persons with a history of any class B misdemeanor conviction within the last two (2) years;
 - (4) Persons on the registry maintained by the Department of Health pursuant to TCA § 68- 11-1004;
 - (5) Persons listed on the following registries:
 - i. HHS/OIG list of excluded individuals;

- ii. GSA List of Parties Excluded from Federal Programs;
 - iii. U.S. Treasury, Office of Foreign Assets Control;
 - iv. List of Specially Designated Nationals; and
- (6) Persons with an encumbered license or a history of having an encumbered license in a health-related field.
- e. UT Pharmacy shall provide a summary notice of any adverse findings based on the above eligibility screens for each Resident. UT Pharmacy shall provide the full report of findings to the Resident. If the background check results in any adverse findings, UT Pharmacy shall notify TennCare of this fact and, after redacting the individual's name and other personally identifiable information from the report, forward to TennCare the background check results for a decision from TennCare on whether the Resident may participate in the Program.
- A.6. UT Pharmacy shall retain sole responsibility for selecting, scheduling, placing, supervising, and evaluating performance of Residents (and staff members, as applicable) at all times while such individuals are present at TennCare for the purpose of the managed care pharmacy experience.
- A.7. UT Pharmacy shall ensure that, while participating in the Program at TennCare facilities, Residents (and staff members, as applicable) comply with the applicable policies of TennCare as further explained in the details of the "Specific Managed Care Pharmacy Experience to be Provided to Residents" described further in Section A.10 and Attachment A.
- A.8. UT Pharmacy shall dismiss Residents (and staff members, as applicable) from participation in the Program after the appropriate disciplinary policies and procedures have been followed. TennCare reserves the right, in its sole discretion, to terminate any Resident from the Program for any reason.
- A.9. UT Pharmacy shall make reasonable efforts to ensure that Residents are not allowed to perform services in lieu of TennCare staff or employees, as applicable, as further detailed in the "Specific Managed Care Pharmacy Experience to be provided to Residents" described further in Section A.10 and Attachment A.
- A.10. UT Pharmacy shall ensure that the Specific Managed Care Pharmacy Experience is provided to each Resident as provided in Attachment A. UT Pharmacy shall provide a description of the experience, including the duties and responsibilities TennCare, UT Pharmacy, the Resident, as well as any shared duties and responsibilities between the Parties. UT Pharmacy shall ensure that the duties and responsibilities include, but are not limited to, the provision and use of physical space, and the provision of instruction, supervision, and evaluation of each Resident.

B. TERM OF AGREEMENT:

- B.1. This Interagency Agreement shall be effective on June 15, 2022 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). 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:

There shall be no cost to the Procuring State Agency for the performance of services under this Interagency Agreement.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Parties are not bound by this Interagency Agreement until it is signed by the respective agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Interagency 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 Interagency Agreement.
- D.3. Termination for Convenience. This Interagency Agreement may be terminated by any party by giving written notice to the others, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract. Upon such termination, no party shall have a right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 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 Interagency 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 Interagency 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:

TennCare:

Deputy Commissioner
Department of Finance and Administration
Division of TennCare
310 Great Circle Road
Nashville, TN 37243
Telephone # (615) 507-6443
Fax # (615) 253-5607

With a Copy to:
Director of Contracts
Division of Tennessee
310 Great Circle Road
Nashville, TN 37243
Telephone # (615) 687-5811

UT Pharmacy:

The University of Tennessee
Attn: Director - Finance
College of Pharmacy
881 Madison Avenue, 3rd Floor
Memphis, TN 38163

With a Copy to:
Trenton Pitts
The University of Tennessee
62 South Dunlap, Suite 320
Memphis, TN 38163

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 UT Pharmacy by TennCare or acquired by UT Pharmacy on behalf of TennCare that is regarded as confidential

under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit UT Pharmacy to disclose any Confidential Information, regardless of whether it has been disclosed or made available to TennCare due to intentional or negligent actions or inactions of agents of TennCare or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. UT Pharmacy shall only use Confidential information for activities pursuant to and related to the performance of the Interagency Agreement. UT Pharmacy 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 Interagency Agreement.

- E.2. HIPAA Compliance. The Parties 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. Each Party warrants to the others 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. Each Party warrants to the others that it will cooperate with the other parties to this Agreement, including cooperation and coordination with respective privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Interagency Agreement so that the Parties will be in compliance with the Privacy Rules.
 - c. The Parties 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 Parties 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.
- E.3. Notification of Breach and Notification of Suspected Breach. UT Pharmacy shall notify TennCare’s Privacy Office immediately upon becoming aware of and in no case later than forty-eight (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 UT Pharmacy, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of a UT Pharmacy 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.4. Authority. If other State or local agencies or offices perform services for TennCare, including UT Pharmacy, 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.5. Applicable Laws, Rules, Policies, and Court Orders. The Parties agree 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 program. Such compliance shall be performed at no additional cost to TennCare.

- E.6. 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.7. Records. The Parties shall maintain documentation of services rendered under this Interagency Agreement. The books, records, and documents of the Parties, insofar as they relate to work performed under this Interagency Agreement, shall be maintained for a period of five (5) full years from the final date of this Interagency Agreement and shall be subject to audit, at any reasonable time and upon reasonable notice, by TennCare, the Comptroller of the Treasury, or their duly appointed representatives.
- E.8. Social Security Administration (SSA) Required Provisions for Data Security. The Parties 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 Parties shall have in place administrative, physical, and technical safeguards for data.
- a. UT Pharmacy 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 UT Pharmacy pursuant to this Section;
 - b. UT Pharmacy 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 UT Pharmacy propose a redisclosure of said data, it must specify in writing to TennCare the data it 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 Parties agree to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Interagency Agreement.
 - d. UT Pharmacy shall maintain a current list of its employees with access to SSA data and provide such lists to TennCare upon request and at any time there are changes.
 - e. UT Pharmacy shall each 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. UT Pharmacy shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.
 - f. UT Pharmacy 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 it is responsible for safeguarding this information at all times, regardless of whether or not the applicable 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.

The 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.

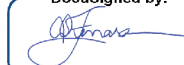
- g. Loss or Suspected Loss of Data - If an employee of UT Pharmacy becomes aware of suspected or actual loss of SSA-supplied data, it must notify TennCare immediately upon becoming aware to report the actual or suspected loss. UT Pharmacy must provide TennCare with timely updates as any additional information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

If UT Pharmacy 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 UT Pharmacy, as applicable, 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 UT Pharmacy 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 UT Pharmacy 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.

IN WITNESS WHEREOF,

UNIVERSITY OF TENNESSEE ON BEHALF OF ITS HEALTH SCIENCE CENTER COLLEGE OF PHARMACY:

DocuSigned by:

64F12EDA98B0463...

ANTHONY FERRARA, SR. VICE CHANCELLOR/CFO

5/25/2022 | 08:43:59 PDT

DATE

DEPARTMENT OF FINANCE AND ADMINISTRATION, DIVISION OF TENNCARE:

Jim Bryson

 Digitally signed by Jim Bryson
Date: 2022.06.01 14:12:34 -05'00'

JIM BRYSON, COMMISSIONER

DATE

ATTACHMENT A

SPECIFIC EXPERIENCE TO BE PROVIDED TO RESIDENT

1. **UT Pharmacy shall:**
 - a. Provide supporting documentation which shall serve as evidence of performance under this Agreement.
 - b. Contact the designated primary contact person regarding contracts, placement of Residents, conferences, and problems related to use of TennCare's facility.
 - c. Utilize TennCare's facilities with specific dates and units to be reviewed annually.
 - d. Ensure that Residents placed at TennCare's facility have completed the first year of educational studies.
 - e. A ratio of no more than one (1) Resident to three (3) TennCare preceptors shall be used.
 - f. Advise Residents that they are personally responsible for their own non-emergency medical care.
 - g. Limit the number of Residents assigned to the TennCare Program to a maximum of Residents during the term of the Contract, with a maximum of ten (10) Residents in any calendar year.
 - h. Notify the designated TennCare preceptor(s) a minimum of four (4) weeks before arrival of each Resident for managed care pharmacy experience to schedule time for review of policies, changes, and instructor and Resident orientation.
 - i. Furnish a list of Residents and their assigned unit to the designated TennCare preceptor(s). Furnish continuous instruction and supervision for Residents while at TennCare's facility.
 - j. Utilize TennCare's audio-visual release form for any taping of interaction with the Resident.
 - k. Coordinate one-on-one Resident interaction schedules with TennCare's primary contact person to minimize conflict with other TennCare activities. Residents are not to be taken out of planned activities for said interactions.
 - l. Work with the TennCare preceptor(s) in developing and implementing the Program plan for the assigned Resident.
 - m. Contact the Pharmacy Director to schedule Residents to attend staff conferences. Residents who attend are expected to remain until the conference is completed.
 - n. At the beginning of each Program rotation, schedule conferences with the Pharmacy Director and the Resident for the purpose of conducting TennCare's facility orientation, and with the Pharmacy Director for scheduling unit assignment and conference areas.

ATTACHMENT A

- o. At the end of each Program rotation, schedule conferences with the Pharmacy Director and the Resident to discuss the evaluation of the managed care pharmacy experience and to complete an evaluation form. Each Resident shall complete a written evaluation of the managed care pharmacy experience using TennCare's evaluation form.
- p. Assure that Residents utilize only the designated TennCare parking area.

2. **TennCare shall:**

- a. Provide an orientation to TennCare's facility to UT Pharmacy's staff members, and Residents participating in the Program.
- b. Provide space for managed care pharmacy conferences.
- c. Provide facilities for a maximum of one (1) Resident per assigned rotation unit with specific dates and units to be reviewed annually.
- d. Provide managed care pharmacy preceptor and other staff resources as needed.
- e. Maintain sufficient qualified personnel on the TennCare Pharmacy unit to comply with the UT Pharmacy's educational requirements.
- f. Ensure that time is provided for the Pharmacy Preceptor to attend the conferences referred to above in 1.n. and 1.a.
- g. Maintain the confidentiality of Resident records in accord with the Family Educational Rights and Privacy Act.

3. **Resident shall:**

- a. Be responsible for adhering to the syllabus requirements of the Program.
- b. Not report to the Program unless Resident meets all of the requirements and qualifications outlined in this Agreement. If at any time, it is determined that Resident does not meet all of the requirements and qualifications outlined in this Agreement, the Resident must leave the Program.
- c. Not leave his/her assigned area on TennCare's premises without approval of the pharmacy preceptor. If Resident does so, TennCare shall have sole discretion to dismiss the Resident from the Program.
- d. Have permission to review records of current enrollees only as the pharmacy preceptor deems appropriate.

ATTACHMENT A

**CONFIDENTIALITY STATEMENT
FOR USE WITH THE
TENNCARE MANAGED CARE PHARMACY PRACTICE EXPERIENCE PROGRAM**

I, _____, currently a student at
(Name of Resident)

_____, acknowledge and agree that,
(Name of Resident's Pharmacy School/Institution)

as a condition of my participation in the TennCare Managed Care Pharmacy Practice Experience Program (the "Program"), I am required to sign this Confidentiality Statement agreeing that I will not use or disclose any Protected Health Information (PHI)* outside of the scope of my involvement in the Program, nor shall I remove any PHI, medical records, or service recipient records from the TennCare facility unless otherwise instructed by TennCare.

(Signature of Resident)

(Date)

(Printed Name of Resident)

(Street Address of Resident's Residence)

(City, State, and Zip Code of Resident's Residence)

***Protected Health information (PHI)** under HIPAA includes information in a service recipient's medical records, conversations a healthcare provider has about a service recipient's health care, information about a service recipient in the TennCare computer system, billing information about the service recipient, and most other medical information about a service recipient (e.g., name, social security number, and other identifiers).