



1104 England Drive  
Cookeville, TN 38501

**REQUEST FOR PROPOSAL (RFP)**

**TO PROVIDE FINANCIAL MANAGEMENT AND SUPPORT  
BROKERAGE SERVICES FOR SELF-DIRECTION**

**UNDER THE OPTIONS FOR COMMUNITY LIVING,  
OLDER AMERICANS ACT, AND NATIONAL FAMILY CAREGIVER  
SUPPORT PROGRAMS**

**RFP ISSUED:** June 20, 2026

**SUBMISSION PERIOD:** June 25, 2026 – July 9, 2026 (4:30 P.M. CST)

**BID OPENING:** July 10, 2026 at 11:00 A.M. CST at the UCDD Office

**AWARD PERIOD:** August 1, 2026 – June 30, 2030

## PURPOSE / BACKGROUND

The Tennessee Department of Disability and Aging (TNDDA) contracts with nine (9) Area Agencies on Aging and Disability (AAAD) to administer home and community-based programs for older adults and other adults with disabilities in Tennessee. Each AAAD contracts with approved service providers to purchase service delivery. The Upper Cumberland AAAD serves Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, and White counties.

Funding sources include Tennessee Options for Community Living, Older Americans Act Title IIIB Supportive Services, and Older Americans Act Title III E Family Caregiver. The following is a brief description of each program:

- A) Options for Community Living helps consumers live independently at home by providing services such as homemaker, personal care, and/or home delivered meals. With these limited services, along with the support of family and others, older persons may be able to avoid or prolong admission into institutional care.
- B) Older Americans Act (OAA) Title III-B provides supportive services for consumers aged 60+. They are designed to help older consumers live with dignity at home for as long as possible. These services are intended for older persons with greatest economic need, particularly low-income minority persons, those with greatest social needs, and those in rural areas. Older Americans Act funding will be used to provide supportive services such as homemaker, personal care, grocery shopping & delivery, personal emergency response systems.
- C) Title III-E National Family Caregiver Support Program (NFCSP) provides resources for family caregivers, older adults, and grandparent relative caregivers. NFCSP includes information, assistance, and counseling for any caregiver. Respite and supplemental services are limited to caregivers supporting older individuals unable to perform at least two activities of daily living, or who require substantial supervision due to cognitive or other mental challenges.

**Self-Direction**—An approach to providing services (including programs, benefits, supports, and technology) under the OAA intended to assist an individual with activities of daily living, in which-(A) such services (including amount, duration, scope, provider, and location of such services) are planned, budgeted, and purchased under the direction and control of such individual; (B) such individual is provided with such information and assistance as are necessary and appropriate to enable such individual to make informed decisions about the individual's care options; (C) the needs, capabilities, and preferences of such individual with respect to such services, and such individual's ability to direct and control the individual's receipt of such services, are assessed by the area agency on aging (or other agency designated by the area agency on aging) involved; (D) based on the assessment made under subparagraph (C), the area agency on aging (or other agency designated by the area agency on aging) develops together with such individual and the individual's family, caregiver or legal representative-(i) a plan of services for such individual that specifies which services such individual will be responsible for directing; (ii) a determination of the role of family members (and other whose participation is sought by such individual) in providing services under such plan; and (iii) a budget for such services; and (E) the area agency on aging or State agency provides oversight of such individual's self-directed receipt of services, including steps to ensure the quality of services provided and the appropriate use of funds under the OAA.

Financial Management Services and Supports Brokerage functions by the selected contractor shall include:

- Participant/Representative education on Self-Direction;
- Training and enrollment of Participants/Representatives into Self-Direction;
- Providing assistance to Participants/Representatives with recruiting and hiring a direct service worker (Worker);
- Assistance with Worker enrollment into Self-Direction;
- Perform required Worker background and registry checks; and
- Assist Participants/Representatives with training Workers.

For further information regarding the requirements and scope of services to be provided under this contract, please see Attachment 2 – Contract Scope of Services.

### **SUBMISSION REQUIREMENTS**

In order to be eligible for selection, applicants must observe the following:

1. Applicants that neglect to accurately fill out and return the completed RFP by the designated deadline (including required signatures, certifications, additional documentations, and proof of licenses) shall be disqualified from this process.
2. Acceptance of a Provider Application (and subsequent approval of that provider) does not guarantee selection by eligible consumers, or reimbursement of services by a AAAD.
3. Applicants must have a copy of any necessary licensures related to the proposed services.
4. If changes in application information occur during the course of the contract period, Providers must report those updates to the appropriate AAAD.
5. Provider must complete and include with the RFP the Usual and Customary Charge worksheet.
6. Organizations with less than one year of experience will not be considered during the RFP review process.
7. All correspondence and questions concerning the RFP are to be submitted via email to [pfox@ucdd.org](mailto:pfox@ucdd.org). Questions should reference the section of the RFP to which the questions pertain and all contact information for the person submitting the questions. All emailed questions will be answered and posted on the AAAD website at <https://ucdd.org/aaad/rfpa/> mostly within forty-eight (48) hours. In order to prevent an unfair advantage to any respondent, verbal questions will not be answered. These guidelines for communication have been established to ensure a fair and equitable process for all interested applicants.
8. **Applications shall be typed and submitted electronically via email to [UCRFPA@ucdd.org](mailto:UCRFPA@ucdd.org) between June 25, 2026 – July 9, 2026 (4:30 P.M. CST). Under no circumstances will this deadline be extended.**

## **PROPOSAL EVALUATION & SELECTION**

Each responsive proposal application will be reviewed by a special Ad-Hoc Committee. The Committee shall review the responsive proposals and score points, per the completed scorecard included in this RFP. Each proposal response will be evaluated on the criteria outlined in this RFP document. Applicants who neglect to accurately complete and submit the RFP, including required signatures, certifications, and proof of licensure shall be disqualified.

The right is reserved, as the interest of the AAAD may require, to reject any and all applications and to waive any formality in applications received. The AAAD reserves the right to make an award on all items or on any of the items and for an item quantity less than the quantity proposed unless qualified by specific limitation of the Applicant. The contract shall be awarded to the best evaluated responsible Applicant that has submitted a proposal that conforms in all material aspects to the RFP and is scored by an evaluation team to be the best evaluated overall proposal. Responsible Applicant is defined as an applicant that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.

After the evaluation applications and selection of the successful applications, all Applicants will be notified via email.

The Applicant is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the AAAD.

All contract requirements will comply with the Tennessee Department of Disability and Aging Policies and Procedures manual. The manual can be accessed at the following link: [Aging Program and Policy Manual.pdf](#)

**REQUEST FOR PROPOSAL APPLICATION (RFP)**  
**Award Period: August 1, 2026 – June 30, 2030**

Applicant Organization Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Office Address: \_\_\_\_\_

Contact (Name & Title): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Fiscal Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Employer ID Number: \_\_\_\_\_

**I. Cover Letter**

Applicant must provide a cover letter signed by an authorized individual submitting the proposal on behalf of their agency. This letter shall include:

- a. A statement that the accompanying application is in response to this RFP.
- b. A statement that the applicant is willing, if selected, to execute a contract with the Area Agency on Aging and Disability (AAAD).
- c. A statement identifying the individual(s) authorized to finalize a contract with the AAAD on behalf of the Applicant

**II. Organizational Structure and Information**

Indicate the entity type / ownership characteristics (check any / all that apply):

- Minority Business Enterprise (MBE)
  - African American
  - Asian American
  - Hispanic American
  - Native American
- Woman Business Enterprise (WBE)
- Tennessee Service Disabled Veteran Enterprise (SDVBE)
- Disabled Owned Business (DSBE)
- Tennessee Small Business Enterprise (SBE)
- Government
- Non-Minority/Disadvantaged
- Other: \_\_\_\_\_

Date established: \_\_\_\_\_

Place of establishment: \_\_\_\_\_

State where licensed/incorporated: \_\_\_\_\_

**III. License, Certification, Permits, and Accreditation**

Provide copies of all required licenses, certifications, permits, and accreditation required by the state or federal governments, including the following:

- a. A copy of any licensures related to the proposed services (i.e., PSSA license, etc.)
- b. A copy of the organization's W-9 form

- c. Proof of the organization's business status (i.e., 501(c), business license, etc.)
- d. A copy of the Applicant's current Certificate of Insurance & Workers Compensation (i.e. liability and bond, etc.)

#### **IV. History, Experience, and Mission**

Provide the following information about the Applicant's history, experience, and mission:

- a. A brief history of the Applicant and its service delivery system for any proposed services related to this application.
- b. The Applicant's Organization Chart.
- c. The Applicant's mission statement, values, and guiding principles.
- d. Describe organizational experience in working with older persons and/or adults with disabilities. Include the number of years in business.
- e. A description of the structure and responsibilities of the Applicant's governing body. Include a list of the current membership.
- f. If not a current AAAD provider, provide reference letters from at least two (2) current contractors indicating a history of accurate and timely billing and reporting.

#### **V. Personnel & Training**

Provide the following information related to personnel and training:

- a. A description of the supervisory structure and identification of the key personnel to be involved with proposed service delivery. Include job descriptions for each position that will serve as direct service workers, including the required qualifications and competencies.
- b. Proposed training and curriculum to be used to keep staff current with respect to service delivery requirements and best practices in services and supports.
- c. Policy for conducting/maintaining background checks.

#### **VI. Financial Capacity**

Provide the following documentation to show the Applicant's financial management capacity:

- a. If available, the most recently completed audited financial statements of Applicant
- b. If an audited financial statement is not available, please provide the following:
  1. IRS tax reporting forms/tax return for the most recently concluded fiscal year.
  2. A current written bank reference, in the form of standard business letter, indicating that the Applicant's business relationship with the financial institution is in positive standing.
  3. Two (2) current written positive credit references in the form of standard business letters from vendors with which the applicant has done business, or documentation of a positive credit rating determined by an accredited credit bureau within the last six (6) months.

#### **VII. Assurance & Certifications**

By signing this application, the Applicant agrees:

- To certify that, under penalty of perjury, your organization has completed this Provider Application independent of any outside influence which may result in your receiving privileged information about this RFP.
- To certify that this RFP factually represents your administrative capabilities and proposed services, and that if your organization is approved, you agree to abide by the terms and conditions of the Provider Contract.

- To certify that if your organization is approved, you agree to contract with the AAAD for services at your usual and customary charges not to exceed the maximum charges outlined in Section XI of this provider application.
- To certify that your organization is in compliance with the specific Service Description and Standards required by the State for each proposed service activity.
- To certify that your organization has written policies regarding the following:
  - Personnel Policies
  - Confidentiality
  - Affirmative Action
  - ADA Compliance
  - Drug Free Workplace
  - Non-Discrimination in Hiring
  - Non-Discrimination in Service Delivery
  - Civil Rights & Compliance (*Title VI & VII*)
  - Certification Regarding Lobbying
  - Prohibition on Illegal Immigrants
- To certify that your organization has secured all required licenses, certifications, permits and accreditation (as required by the State and/or Federal governments). **Attach copies (include most recent PSSA or other licensing entity's monitoring report).**

**VIII. Organizational Conduct**

Answer the following questions (if the answer to any is yes, please provide an explanation):

- a. Has the organization and/or any of the organization's employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to any contracted crime involving a public contract? \_\_\_\_\_
- b. and/or any of the organization's employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to a felony? \_\_\_\_\_
- c. Has the organization and/or any of the organization's employees, agents, independent contractors been civilly liable in an action that involved fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion? \_\_\_\_\_
- d. Has the organization and/or any of the organization's employees, agents, independent contractors been relieved of responsibility by a court, employer, or client for actions involving fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion? \_\_\_\_\_
- e. Is your organization currently under Federal or State debarment? \_\_\_\_\_

**IX. Service Delivery**

Please respond to the following regarding the proposed service delivery:

- a. Explain, in detailed narrative format, the applicant's plan for service delivery including daily operations, quality assurance measures, providing services during inclement weather, emergencies, etc.
- b. Provide a timeline for implementation, which includes number of days between provider notification by service coordinator and start of service.
- c. Explain the organization's policy process for conducting and maintaining documentation on criminal background checks for staff and volunteers involved in service delivery related to this Application.
- d. Explain the organization's policy process for conducting Customer Satisfaction Surveys and attach the results of your most recent Customer Satisfaction Survey Report showing the percentage of satisfied customers for the period.

**X. Proposed Service Reimbursement Rate**

In order to be approved as a Service Provider, the applicant must provide a unit rate for each service proposed. Applicants proposing to provide services through contracts with more than one AAAD may have their proposed service rates jointly reviewed by the respective AAAD's. Complete the Assurance and Certification of Usual and Customary Charge (Attachment 1).

**AUTHORIZATION FOR SUBMISSION**

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Legal Name of Applicant Agency

Submits this application as part of its response to the Request for Proposals solicited by the AAAD. This application and all materials provided in response to the RFP will become part of any contract should the Applicant's proposal be selected.
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Authorized Signatory

Date

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Printed Name & Title of Signatory

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Signature of Chairman, Governing Body (if applicable)

Date

---

Printed Name of Chairman

## ASSURANCE & CERTIFICATION OF USUAL AND CUSTOMARY CHARGE

By signing below, the Organization agrees:

- To certify that your organization has supplied the AAAD with the reasonable, usual, and customary charges that your organization would charge other persons regardless of whether the person is enrolled in services authorized through the AAAD Home and Community-Based Services programs.
- To certify the unit cost rates charged to the AAAD do not exceed those usual and customary charges applied to persons not served under services authorized through TNDDA.
- To certify that your organization shall notify the AAAD of any changes to the usual and customary charges and that those usual and customary charges will be provided on request.

### The Organization's Usual and Customary Rates

Financial Administration	\$ _____	per participant per month
Support Brokerage	\$ _____	per participant per month
Set-Up for New Self-Direction Referral	\$ _____	per participant
Set-Up for New Worker	\$ _____	per worker

### Rates Charged to the Upper Cumberland AAAD

Financial Administration	\$ _____	per participant per month
Support Brokerage	\$ _____	per participant per month
Set-Up for New Self-Direction Referral	\$ _____	per participant
Set-Up for New Worker	\$ _____	per worker

\_\_\_\_\_  
Name of Applicant Organization

\_\_\_\_\_  
Name and Title of Authorized Signatory

\_\_\_\_\_  
Date

## FINANCIAL MANAGEMENT AND SUPPORTS BROKERAGE CONTRACT SCOPE OF SERVICES

### A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. For purposes of this Contract, when the term Participant is used, the provision applies to all individuals who self-direct OPTIONS services.
- A.3. The Contractor shall perform Financial Management Services and Supports Brokerage functions for Participants assessed by the Agency to be eligible for services through the OPTIONS program, and who choose to utilize Self-Direction for some or all needed and eligible HCBS. Financial Management Services and Supports Brokerage functions by the Contractor shall include:
  - a. Participant/Representative education on Self-Direction;
  - b. Training and enrollment of Participants/Representatives into Self-Direction;
  - c. Providing assistance to Participants/Representatives with recruiting and hiring a direct service worker (Worker);
  - d. Assistance with Worker enrollment into Self-Direction;
  - e. Perform required Worker background and registry checks; and
  - f. Assist Participants/Representatives with training Workers.

### **Federal and State Approval to be a Fiscal Employer Agent**

- A.4. The Contractor's operating system shall have the ability to implement the model of Self-Direction specific to Tennessee Department of Disability and Aging (DDA) HCBS and the flexibility to transition from an employer authority model to a budget authority if necessary to meet programmatic change requirements within timeframes specified by DDA.
- A.5. Before the Contractor may begin performing Financial Management Services and Supports Brokerage functions as specified in this Contract, the Contractor shall have received federal and State approval to be the Fiscal Employer Agent (FEA) for that Participant. The Contractor shall perform the following tasks and any others required by federal or State law, rules and regulations, or policy:
  - a. File a Form SS-4 in order to obtain a separate Federal Employer Identification Number (FEIN) from the Internal Revenue Service (IRS) for the sole purpose of withholding, filing, and depositing certain federal employment tax forms and making federal tax payments. This FEIN should only be used for processing wages and federal forms and taxes for the individual employers (Participants or their Representatives, if applicable) it represents as the agent. The FEIN shall not be used for processing wages and related federal forms and taxes for Workers of a parent organization or sub-entity. A reporting agent uses this separate FEIN when performing FEA services on behalf of a Participant;
  - b. Have a system in place for obtaining and retiring a separate FEIN for each Participant it represents. The Contractor shall maintain the Participant's FEIN in the Participant's file;
  - c. Have a system in place for preparing and submitting a signed IRS Form 2678: Employer Appointment of Agent for each Participant it represents and shall maintain in the Participant's file all relevant documentation (copy of IRS Form 2678, Request for

Approval Letter and IRS Notification of FEA Approval) for each Participant it represents;

- d. Have a system in place for revoking IRS Form 2678 for each Participant the Contractor no longer represents in accordance with IRS requirements and for maintaining the relevant documentation in each Participant's file;
- e. Have a system in place for obtaining and revoking State power of attorney (Form LB- 0927) for State income tax, unemployment tax or both, as required by the State from each Participant it represents, and for maintaining the relevant documentation in each Participant's file; and
- f. Have a system in place for preparing and submitting Form LB-00441 concerning the report to determine status application for employer number.

### **Referrals for Self-Direction**

- A.6. The Agency shall provide information about Self-Direction during the initial assessment for services. The potential Participant shall have the choice of utilizing Self-Direction or receiving services through a contracted provider.
- A.7. The Contractor shall exchange program referral transmissions with the Agency in a manner prescribed by the Agency, so long as done so consistent with DDA policies, procedures and program instructions, as may be amended from time to time.
- A.8. The Contractor shall, within two (2) business days of receipt of a referral from the Agency, assign a Supports Broker to the Participant, notify the Participant's Service Coordinator of the assignment, and provide the name and contact information of the Supports Broker to the Service Coordinator. Within five (5) calendar days of receipt of the referral, the Contractor shall contact the Participant/Representative to inform the Participant/Representative of his/her assigned Supports Broker, provide contact information of the Supports Broker, and begin the process of initiating Self-Direction. The Contractor shall offer the Participant/Representative and Worker the use of electronic signature, to authenticate and authorize enrollment forms electronically unless doing so is determined to be unlawful. The Contractor should facilitate obtaining physical signatures when required by the Agency or DDA.
- A.9. The Contractor shall, upon request, assist the Agency in identifying and addressing any additional risk associated with each Participant's decision to Self-Direct in the risk assessment and Self-Direction Plan of Action processes.
- A.10. Once a referral has been made to the Contractor for Self-Direction, the Participant/Representative and Supports Broker shall be involved in risk assessment and risk planning activities, as appropriate. Any new or updated Self-Direction Plan of Action shall be signed by the Service Coordinator and the Participant/Representative. The Contractor shall ensure that the Agency and Participant/Representative receive a copy of the Self-Direction Plan of Action, and any updates thereto.
- A.11. The Contractor shall notify the Participant's Service Coordinator immediately if the Contractor becomes aware of changes in the Participant's needs and/or circumstances which warrant a reassessment of needs and/or risk, or changes to the Self-Direction Plan of Action.

### **Service Authorization and Initiation**

- A.12. To facilitate service authorization and initiation, the Agency shall provide the Contractor valid Electronic Authorizations and Eligibility files. Using these documents, the Contractor shall:
  - a. Ensure that Self-Directed services begin as soon as possible, but not later than sixty (60) calendar days from the date of the referral to the Contractor by the Agency, except due to circumstances beyond the Contractor's control, which shall be documented in writing and maintained in the Web Portal. At minimum, the documentation shall include the cause of the

delay and all efforts made to meet the timeframe. The Contractor shall provide the documentation to the Agency in a manner agreed upon between the Contractor and DDA.

- b. If requested by the Participant/Representative, provide the required level of assistance needed to recruit, interview, and hire Workers;
- c. If requested by the Participant/Representative, provide the required level of assistance needed with developing job descriptions;
- d. Provide updates to the Agency regarding the status of completing required functions necessary to initiate Self-Direction including, but not limited to, obtaining completed paperwork for the Participant/Representative, selecting Workers for each identified self-directed service, completing Worker paperwork and training, and any anticipated timeframes which qualified Workers will be secured and Self-Directed services may begin;
- e. Once potential Workers are identified, verify that a potential Worker meets all applicable qualifications, including any program or service specific requirements as specified in DDA rule or policy provided that such verification does not apply to verifying any information submitted or required on the Form I-9 and it otherwise and generally is limited to the information that the potential Worker voluntarily provides on an applicable Worker paperwork and does not require the Contractor to perform any further investigation or inquiry;
  - 1. For this program, the Contractor shall ensure that a person who is married to or lives with the Participant is not paid to provide any of the following Home and Community-Based Services, as applicable: personal care, in-home respite, homemaker, chore or individual transportation services.
- f. Ensure that a Service Agreement prepared by Contractor and approved by DDA, is signed between the Participant/Representative and his/her Worker within five (5) business days following the Contractor's verification that a Worker meets all qualifications, except due to the circumstances beyond the Contractor's control, which the Contractor shall document in writing and maintain in the Participant's files;
- g. Update a Service Agreement within five (5) business days any time there is a change in any of the terms or conditions specific to the Service Agreement, including but not limited to, a change in the applicable services to be provided by a Worker, except due to circumstances beyond the Contractor's control causing a delay, which shall be documented in writing and maintained in the Participant's files;
- h. Coordinate with new Representatives to sign Service Agreements within five (5) business days of the Contractor's notification that a Participant has a new Representative, except due to circumstances beyond the Contractor's control causing a delay, which shall be documented in writing and maintained in the Participant's files;
- i. Provide a copy of each Service Agreement to the Participant/Representative, Worker, and the Agency and maintain a copy in the Participant's files;
- j. Notify the Agency within one (1) business day when all requirements have been fulfilled, including the date that the Participant is ready to begin Self-Direction;
- k. Input the Participant/Representative's assignment of individual Workers into the system of record in accordance with the Participant's Self-Direction Plan of Action and Agency's service authorization. The Contractor shall ensure ongoing maintenance of daily operations of the timekeeping system for Workers including authorization changes and verification of time. The Contractor shall maintain adequate staff for management of the timekeeping system to ensure timesheets are consistent with current authorizations, timesheets are verified for each pay period, and payroll is provided accurately and on time;

- I. Ensure that services provided via Self-Direction are not initiated until the following minimum activities are completed:
    1. The Contractor verifies the Participant/Representative's enrollment (including employer) paperwork and related documentation is completed;
    2. The Contractor verifies that Worker(s) meets all qualifications, including completion of background and registry checks, participation in required training, and completion of required paperwork; and
    3. The Contractor secures a signed Service Agreement, specific to each Worker.
  - m. If initiation of Self-Direction does not begin within sixty (60) calendar days from the date of referral to the Contractor by the Agency, the Contractor shall contact the Agency regarding the cause of the delay and provide appropriate documentation to demonstrate efforts to meet the timeframe.
- A.13. The Contractor shall have a system in place for receiving and maintaining Participant specific information received from the Agency, including a Participant's Self-Direction Plan of Action for authorized Self-Directed services, via the format agreed to with the Agency and DDA. Additionally, the Contractor shall maintain a system and process for receiving authorization changes from the Agency and shall update the timekeeping system to reflect such changes with the timeframe necessary to ensure Participants are receiving the appropriate services, timesheets can be verified, and Workers shall be paid for authorized services provided per the established payroll scheduled.
- A.14. The Contractor shall have a comprehensive information system in place to receive and disburse Self-Direction funds and track funds disbursed. The Contractor shall only submit claims to the Agency and pay Workers for those services that have been authorized by the Agency and performed by Workers.
- A.15. The Contractor shall provide a web-based interface for the Agency, DDA, and Participants/Representatives to review information on the Self-Directed services authorized, performed, and reimbursed.

#### **Participant Enrollment Packet**

- A.16. The Contractor shall develop an enrollment packet that complies with all applicable local, state and federal law, rules and regulations, and DDA policy, and distribute to each Participant/Representative. The Contractor shall ensure the enrollment packet is pre-populated with required data and made available for the Agency and Participants/Representatives to access online and in hard copy format. The Contractor shall ensure that the enrollment packet contains, at a minimum, the following:
- a. Information about the Contractor's services and operations (e.g., roles and responsibilities of the Contractor, hours of operation, contact information, customer service toll-free number, and complaint system);
  - b. Information regarding the role of the Supports Broker and Financial Management Services;
  - c. Federal forms that the Participant/Representative must complete, sign, and return (e.g., IRS Forms SS-4, 2678, LB-00441);
  - d. Any applicable Agency and State forms the Participant/Representative must complete, sign, and return;
  - e. Instructions regarding the process for completing and submitting the required forms to the Contractor;

- f. Agency power of attorney form(s), as applicable, and
  - g. Information regarding the use of approved time entry including the requirement for compliance and submitting accurate service delivery information.
- A.17. The Contractor shall assist the Participant/Representative in completing the enrollment packet. The Contractor shall have a system in place for collecting and processing all required forms and information contained in the enrollment packet and for maintaining copies in the Participant's file. Once the Contractor has received a completed enrollment packet from the Participant/Representative, the Contractor shall process all required forms and other required information for the Participant/Representative to begin Self-Directed services within three (3) business days of receipt. The Contractor shall ensure that sufficient copies of enrollment packet materials are available and provided to the Agency upon request.

**Participant/Representative Education and Training**

- A.18. The Contractor shall be responsible for providing or arranging for the initial and ongoing training of Participants/Representatives. The Contractor shall ensure that ongoing training is provided upon request of the Participant/Representative or if a Supports Broker determines that additional training is warranted. When training is not directly provided by the Contractor, the Contractor shall validate completion of training. The Contractor shall ensure that records of initial and ongoing training and validation of such training are maintained by the Contractor and made available to the Agency or DDA, upon request. The Contractor shall ensure that initial training shall be completed prior to initiation of Self-Directed services. At a minimum, the Contractor shall ensure that training for the Participants/Representatives addresses the following issues:
- a. Understanding the role of Participants/Representatives in Self-Direction;
  - b. Understanding the role of the Contractor, including Financial Management Services and as it relates to the Service Coordinator;
  - c. Selecting Workers;
  - d. Abuse, neglect and exploitation prevention and reporting;
  - e. Being an employer, evaluating Worker performance, managing Workers, and the employer responsibility for ensuring Workers comply with timekeeping requirements;
  - f. Obligations in the role of an Employer of Record (EOR) as it relates to applicable local, state, and federal laws;
  - g. Training Participants/Representatives on the Contractor's timekeeping system and the role of the Participant/Representative in ensuring Workers' proper use of the system;
  - h. Training Participants/Representatives on the responsibility of verifying Worker's time for accurate and timely payroll;
  - i. Training the Participant/Representative on the Contractor's Web Portal;
  - j. Scheduling Workers; and
  - k. Training on how to manage the delivery of each service.
- A.19. The Contractor shall assist the Participant/Representative in determining to what extent the Participant/Representative shall be involved in training referenced in Section A.25. of the Contract. The Contractor shall not provide additional training to the Worker regarding the Participant's individualized service needs and preferences.

## **Worker Qualifications and Enrollment**

- A.20. The Contractor shall ensure that Workers meet all of the requirements specified herein and, in the Agency and DDA's rules, regulations, and policies prior to delivering Self-Directed services. The Contractor shall ensure, on behalf of the Participant/Representative, that the Worker(s):
- a. Be at least eighteen (18) years of age or older;
  - b. Consents to and completes required background and registry checks;
  - c. Has not been convicted of a felony and is not listed on the abuser registry or sex offender registry;
  - d. Completes all required training;
  - e. Sign a Service Agreement, using DDA approved template; and
  - f. If the Worker will be transporting the Participant, a valid driver's license and proof of insurance shall be provided and maintained in the Participant's file.
- A.21. If a potential worker for a Participant has a background check that includes past criminal conduct, the Contractor shall help the Participant/Representative review the past criminal conduct and consider the following factors:
- a. Whether or not the evidence gathered during the potential Worker's individualized assessment shows that the criminal conduct is related to the job in such a way that could place the Participant at-risk;
  - b. The nature and gravity of the offense or conduct, such as whether the offense is related to physical or sexual or emotional abuse of another person, if the offense involves violence against another person or the manufacture, sale or distribution of drugs;
  - c. Conviction of an offense involving financial exploitation or theft of more than five hundred dollars (\$500);
  - d. Entering a plea of guilty or nolo contendere or when a jury verdict is rendered but adjudication of guilt less withheld with respect to a crime reasonably related to the nature of the position sought or held; and
  - e. The time that has passed since the offense or conduct and/or completion of the sentence.

The Contractor shall assist the Participant/Representative in notifying the Agency if the Participant/Representative decides to hire the potential Worker after considering the above factors and any other evidence submitted by the potential Worker.

- A.22. The Contractor shall provide the Agency with appropriate assistance if the Agency initiates actions to disenroll the Participant from Self-Direction or if the Agency or DDA determines that the Participant/Representative's decisions or actions constitute unreasonable risk such that the Participant's needs can no longer be safely and effectively met in the community while participating in Self-Direction including instances in which it is determined that a Worker with a criminal background poses an unacceptable risk to the Participant's health and safety.
- A.23. The Contractor shall have a system in place to process registry and criminal background checks on prospective Workers, and for maintaining copies of the documentation in the Worker's file. Prospective workers shall also provide a statement of prior convictions.
- A.24. The Contractor shall develop and distribute to Workers an employment packet that shall be partially populated in advance, where appropriate, in order to assist in accurate completion, and for obtaining signatures on all relevant forms and documents (including required IRS forms). The Contractor shall assist Workers in completing the forms (as appropriate), collect and process all

required information contained in the Worker employment packet, and maintain copies in each Worker's file. The Contractor shall maintain at a minimum weekly contact with the Participant/Representative and Worker until such time that the Worker's employment packet is complete. The Contractor shall notify the Participant/Representative when the Worker has completed the employment packet. The employment packet should include at a minimum:

- a. Form that collects Worker's information (e.g., name, social security number, physical and mailing address);
- b. U.S. Citizenship and Immigration and Naturalization Services (USCIS) Form I-9: Employment Eligibility Verification Form;
- c. IRS Form W-4: Employee's Withholding Allowance Certificate;
- d. Worker payroll schedule;
- e. Notice about option for direct deposit and instructions on how to request direct deposit;
- f. Change of address/contact form;
- g. Information about how to receive assistance, including the Contractor's toll-free number; and
- h. Information about the customer service and complaint systems.

A.25. The Contractor's Supports Brokers shall be responsible for providing or arranging for initial and ongoing training for all Workers, except that Participants/Representatives shall be responsible for training the Worker(s) regarding individualized service needs and preferences of the Participant, and shall be responsible for providing additional training to Workers as applicable. The Contractor shall verify that Workers have successfully completed training prior to service initiation and payment. The Contractor shall maintain records of such initial training, ongoing training, and validation of training not provided directly by the Contractor and make the records available upon request by the Agency or DDA in accordance with this Contract. At a minimum, the Contractor shall provide training, on behalf of the Participant, that has the following required elements and topics:

- a. Providing services and supports to older adults and vulnerable adults;
- b. Abuse, neglect, and exploitation prevention and reporting;
- c. Cardiopulmonary Resuscitation (CPR) and first aid;
- d. Universal precautions, blood borne pathogens, infection control, and chronic diseases;
- e. Fraud, waste, and abuse identification and reporting;
- f. Submission of required documentation and withholdings;
- g. Use of the Contractor's timekeeping system/process and potential consequences of not documenting accurate service delivery;
- h. Use of Contractor's Web Portal; and
- i. Person-Centered Practices.

A.26. The Contractor shall ensure that additional training is provided to a Worker by the Supports Broker when requested by the Worker or to address issues identified by the Service Coordinator or the Participant/Representative. The Contractor shall ensure that the additional training pertains to Self-Direction and excludes training for which the Participant/Representative is responsible for such as individualized service needs and preferences. The Contractor shall provide refresher

training if determined necessary by the Contractor, Service Coordinator, the Participant/Representative, or at the request of the Worker.

### **Supports Brokerage Functions**

- A.27. The Contractor shall assign a Supports Broker to each Participant, and ensure that each Supports Broker provides the following services:
- a. Collaboration with the Participant's Service Coordinator;
  - b. Within ten (10) business days of being assigned to a Participant, conduct a visit with that Participant, unless the Participant/Representative requests a meeting outside of that timeframe;
  - c. Submit a completed enrollment packet to the Contractor within one (1) business day of completing the visit with the Participant;
  - d. Participation in the risk assessment process, as appropriate and if requested by the Service Coordinator or Participant/Representative;
  - e. Assist the Participant/Representative, if requested, in developing (as part of the onboarding process for new Workers) a schedule for the Participant's Workers that comports with the schedule at which services are needed by the Participant as reflected in the Self-Direction Plan of Action;
  - f. Ensure all services are provided in accordance with the Self-Direction Plan of Action and applicable service parameters established by the Agency and DDA;
  - g. Assist the Participant/Representative in managing timesheets and payments to Workers;
  - h. Ensure the Participant has no more than four (4) regularly employed Workers;
  - i. Assist the Participant/Representative, if requested, in identification of new Workers through tasks including but not limited to helping drafting job descriptions and working with the Participant/Representative to determine necessary Worker skills specific to the Participant's needs;
  - j. Train new Workers and assist with training refreshers as needed;
  - k. Provide intensive, hands-on assistance to the Participant/Representative and their Workers in completing all required self-Direction paperwork. Such assistance shall include but not be limited to making weekly phone calls to the Participant/Representative and/or Worker, as applicable, if completed paperwork is not received and is preventing the initiation of services. The Contractor shall ensure that calls to the Participant/Representative and/or Worker shall begin five (5) business days from the Contractor's submission of the paperwork to the Participant/Representative and/or Worker, and shall continue until all required paperwork is completed or the Participant or Worker are no longer involved in Self-Direction;
  - l. When it is necessary for a Participant to employ new or additional Workers, the Supports Broker shall assist with the completion of all required employment paperwork and provide all required training to the Worker in accordance with this Contract;
  - m. Communicate and resolve payroll issues;
  - n. Report any instances of abuse, neglect, exploitation to the Agency and review allegation with Participant/Representative and Worker during an investigation;
  - o. Assist in compliance requests from the Agency and DDA;

- p. Maintain knowledge of Self-Direction, OPTIONS program, Older Americans Act, and other programs offered through DDA;
- q. Assist Participants/Representatives with bilingual services/translation services, culturally diverse and hearing/sight impaired services.

### **Monitoring and Oversight**

A.28. The Contractor shall:

- a. Monitor assignment of Workers by the Participant/Representative, including the Contractor's entry of such assignment into the timekeeping system, to ensure service utilization in accordance with the units or monthly annual budget, as applicable, of Self-Directed Services specified in the Self-Direction Plan of Action and in the service authorization, and notify the Participant's Service Coordinator when a Participant's needs have changed;
- b. Monitor service utilization and Worker payments and ensure that the Web Portal actively reflects the service utilization for a Participant;
- c. Monitor to ensure compliance with Fair Labor Standards Act and all other applicable federal and state laws and regulations, as well as Agency policies and/or rules, regarding Worker compensation, overtime, and overtime pay, including services delivered in a back-up capacity. The Contractor shall work with the Participant/Representative, as appropriate to support the Participant/Representative in developing an adequate support of reliable Workers;
- d. Provide a Web Portal for the Agency to review and monitor Participant status at any time;
- e. Establish and maintain a system for tracking and monitoring information including, but not limited to:
  - 1. Adherence to timeframes for initiation of services;
  - 2. Name of Service Coordinator and their contact information;
  - 3. Authorizations for Self-Direction;
  - 4. Supports Broker visits and outcomes;
  - 5. Results of monitoring activities;
  - 6. Service Agreements;
  - 7. Supports Brokers assignments;
  - 8. Notification to the Agency of Supports Broker assignments;
  - 9. Information received from and transmitted to the Agency;
  - 10. Accurate time entry; and
  - 11. Service utilization.
- f. As requested by the Service Coordinator or the Participant/Representative, assist the Participant/Representative in monitoring and evaluating the performance of Workers;
- g. Assist the Participant/Representative in managing and monitoring time entry and time sheet utilization and payments to Workers;
- h. Be responsible for obtaining new Representatives' signed Service Agreements within five (5) business days of the Contractor's notification that a Participant has a new Representative, except due to circumstances beyond the Contractor's control causing a delay in obtaining the signature, which shall be documented in writing and maintained in the Contractor's files;
- i. Communicate with the Agency any concerns regarding Participant's health, safety, and welfare, and/or change in condition and concerns regarding Workers;
- j. Within three (3) business days of becoming aware of changes to Representative contact information, notify the Agency; and

- k. Report visit information to the Agency on a monthly basis and provide necessary information and communicate with the Agency and DDA of any investigations or actions required to resolve concerns, escalations, suspected fraud, or other issues as applicable.
- A.29. For Participants, the Contractor shall track the number of hours each Worker works for Participants per work week, as the term work week is defined in the Service Agreement. The Contractor shall ensure that no Worker is working more than forty (40) hours total per work week for the Participant. If the Contractor determines that a Worker has exceeded such hours, the Contractor shall, on behalf of the Participant/Representative, process payment to the Worker for any overtime pay owed at time and a half by the Participant, and the Contractor shall notify the Participant/Representative to discuss the hours with the Worker. If a Worker repeatedly exceeds forty (40) hours per work week, the Contractor shall assess the appropriateness of that Participant's continued participation in Self-Direction.
- A.30. The Contractor shall, at minimum, review quarterly reports of expenditures for each Participant and monthly reviews and reports of hours billed for services across all Participants, by each Worker.
- A.31. The Contractor shall report any concerns regarding health, safety, and welfare and the Participant's ability to participate in Self-Direction to the Agency as well as concerns regarding Representatives.
- A.32. The Contractor shall ensure that anyone coming in direct contact with Participants, including Supports Brokers, Representatives, and Workers, are aware of their responsibility under the Adult Protection Act of 1978 Tenn. Code Ann. [§ 14-25-103](#) and [71-6-110](#) to report abuse, neglect, or exploitation.
- A.33. The Contractor shall make available to the Agency or its representative and other authorized State and federal personnel, all records, books documents, and other evidence pertaining to this Contract at no cost to the requesting entity, as well as appropriate administrative and/or management personnel who administer the services provided by the Contractor. The monitoring shall occur periodically during the Contract period and may include announced or unannounced visits, or both.
- A.34. The Contractor shall prepare and maintain a policies and procedures manual that describes the policies, procedures, and internal controls for all tasks related to the requirements of this Contract. The policies and procedures manual must also address how the Contractor shall stay current with federal and State tax, labor, Workers compensation insurance and program rules and regulations. The Contractor shall update the manual required by this subsection at least annually and make it available to the Agency and DDA upon request.
- A.35. The Contractor shall implement internal auditing processes to demonstrate compliance with requirements of this Contract and keep current with all federal and State laws and regulations related to fiscal employer agents. The Contractor shall be subject to scheduled audits by the Agency and/or DDA.

#### **Withdrawal from Self-Direction**

- A.36. In the event that the Contractor determines that a Worker is unable to deliver appropriate services and supports as prescribed in the Service Agreement and the Self-Direction Plan of Action for the Participant or that a Participant is not an appropriate candidate for Self-Direction, the Contractor shall notify the Service Coordinator regarding those concerns within one (1) business day of identifying the issue as well as inform the Participant/Representative of any potential risks associated with continuing to use the Worker, and in conjunction with the Agency, as applicable, shall:
  - a. Collaborate to develop strategies to address identified issues and concerns. The Contractor shall use strategies that include, but not be limited to:

Participant/Representative retraining, Worker retraining, and focused training and oversight specific to individual Participant issues identified;

- b. If no strategies can be successfully developed and implemented to maintain a Participant's enrollment in Self-Direction, initiate disenrollment proceedings;
- c. Implement the Agency's decision regarding disenrollment of a Participant from Self-Direction;
- d. Facilitate transition from Workers to contract providers and ensure there are no interruptions or gaps in services; and
- e. For Participants who have been withdrawn and choose to be reinstated in self-direction, ensure that the issues previously identified as reasons for withdrawal have been adequately addressed prior to reinstatement. All Participants shall be required to participate in Self-Direction training programs, as applicable, prior to reinstatement.

A.37. When the Agency disenrolls a Participant from Self-Direction, the Contractor shall retire the Participant's IRS Form 2678 FEIN, and adhere to the State's processes including final filings of state income and unemployment taxes and retirement of Participant's state income and unemployment registration numbers.

#### **Data Exchange and Sharing of Information**

A.38. The Contractor shall establish with the Agency a process that allows for the efficient and timely exchange of all relevant Participant information between entities utilizing a format prescribed by DDA (e.g., information is submitted timely and using appropriate format). This information includes but is not limited to Participant information, Worker information, service authorizations, billing, claim, or encounter data.

A.39. The Contractor shall comply with requests and timeframes for data sharing from the Agency, and as directed by the Agency. The Contractor shall provide the following:

- a. Participant information;
- b. Worker information;
- c. Visit data;
- d. Visit information;
- e. Service authorization, billing, and claims;
- f. Secure File Transfer Protocol ("SFTP") access;
- g. Information requested for State or federal reporting;
- h. Information requested for legislative inquiries;
- i. Information related to contract amendments, and
- j. Change requests where new processes are not required.

#### **Customer Service**

A.40. The Contractor shall ensure Supports Brokers are trained and available to answer questions on administrative and Support Brokerage functions for Participants/Representatives and Workers. If a Participant/Representative or Worker has a question or needs assistance, the Contractor shall ensure that an assigned

Supports Broker shall be available by phone or email to respond. If the assigned Supports Broker is unavailable, the Contractor shall ensure that a back-up Supports Broker who is cross trained in Self-Directed services will assist. The Contractor shall provide support as needed. The Contractor shall have the ability to handle communication from individuals with Limited English Proficiency as well as calls from individuals who have speech and hearing impairments. The Contractor shall:

- a. Ensure that staffing is adequate to respond to Participant/Representative/Worker questions during normal business hours, defined as 8 a.m. to 5 p.m. in the time zone applicable to the region served by the Agency, as applicable, Monday through Friday, except State of Tennessee holidays. All staff answering calls during normal business hours shall be familiar with the Contractor's services and program materials. The Contractor may arise to provide an automated system, which, if offered, shall be optional to the caller during and after normal business hours (a person can choose to speak with a live operator). At times outside of normal business hours, the Contractor shall have an answering service available, which shall obtain and record the best time and number to contact the caller. Communication received by the answering service or email shall be returned within one (1) business day from the time the message is recorded or sent; and
  - b. Have a secured HIPAA and HITECH compliant email address to use as needed for communication and sharing of relevant Information and documentation with Participants/Representatives.
- A.41. The Contractor shall provide information regarding the Contractor's customer service system including the hours of operation, the response time for returning messages and responding to mail inquiries shall be provided to Participants/Representatives as part of the enrollment packet and Workers as part of the employment packet.
- A.42. The Contractor shall work with the Agency to develop a protocol for interfaces and transfers of customer service inquiries that ensures that all calls are transferred and referred appropriately and in a timely manner.
- A.43. The Contractor shall have sufficient staff with relevant experience and qualifications to fulfill all specified requirements per the terms of this Contract, and shall implement a policy to ensure service coverage for and Participants during the absence of staff and vacated positions. The Contractor shall be responsible for ensuring applicants meet the required qualifications in Contract Sections A.44. and A.45. prior to hire.
- A.44. The Contractor shall, for all Supports Brokers and other staff, including subcontractors, whose job functions include direct contact with or responsibility for Participants, complete a background check, which includes criminal background check from a licensed private investigation company. Additionally, the Contractor shall verify that the person's name does not appear on the State abuse registry, national sexual offender registry, State felony offender registry, and verify licensure, as applicable.
- A.45. The Contractor shall possess and maintain applicable State of Tennessee business license(s), be approved by the IRS to be an FEA and carry out Financial Administration activities under the supervision of a certified public accountant licensed by the State of Tennessee. Additionally, the Contractor shall ensure that staff providing Supports Brokerage functions meet the following minimum qualifications:
- a. A four (4) year degree in Human Services (psychology, sociology, social work, recreational therapy, education, nursing, physical therapy, occupational therapy, speech, etc.) and at least one (1) year professional experience working with one (1) of the following populations: elderly, adults with physical disabilities, individuals with intellectual disabilities, and persons with developmental disabilities; or
  - b. A four (4) year degree in any other subject and two (2) years' experience working with one (1) of the following populations: elderly, adults with physical disabilities, individuals with intellectual disabilities, and persons with developmental disabilities; or

- c. A two (2) year degree in Human Services (psychology, sociology, social work, recreational therapy, education, nursing, physical therapy, occupational therapy, speech, etc.) and at least five (5) years professional experience working with one (1) of the following populations: elderly, adults with physical disabilities, individuals with intellectual disabilities, and persons with developmental disabilities.

### **Contractor Training Requirements**

- A.46. The Contractor shall provide staff training that includes:
- a. Customer service training for Contractor staff, including Person-Centered Practices;
  - b. As appropriate, train staff on how to use the timekeeping system;
  - c. Requirements for reporting abuse, neglect, or financial exploitation;
  - d. The Contractor's complaint system.

### **Record Management and Retention**

- A.47. The Contractor shall have in place the following record management and retention processes:
- a. Establish and maintain a recordkeeping system for managing Participant/Representative and Worker files in a secure and confidential manner as required by federal and State statutes and regulations, including meeting all HIPAA requirements; and
  - b. Maintain current and archived Participant/Representative, Worker, and Contractor files in a secure and confidential manner and for the prescribed period of time as required by federal and State statutes and regulations, including federal and State record retention rules and applicable HIPAA requirement.

### **Payroll Processing**

- A.48. The Contractor shall have in place the following procedures and policies for payroll processing, on behalf of the Participant/Representative:
- a. Develop, implement, and maintain a system for managing Worker time and generating and submitting claims to the Agency based on Worker time;
  - b. Establish the accounting and information systems necessary for processing payments to Workers as specified in the authorization of Self-Directed services and establish the reporting functions and the internal controls necessary to track and manage these functions in an effective and timely manner. The Contractor shall ensure that payments are processed to Workers only for eligible HCBS and for ensuring compliance with the Fair Labor Standards Act and all other applicable federal and State law and regulations as they pertain to the Contractor's payroll services, as well as Agency policies and/or protocols regarding Worker compensation, overtime and overtime pay;
  - c. Develop and implement a payment processing schedule for Workers, that shall be prior approved by the Agency and DDA;
  - d. Review timesheets submitted in the timekeeping system to verify amounts that should be paid to the Worker(s);
  - e. Resolve discrepancies in time submissions for purposes of paying Workers and generating claims for submission within the current payroll processing

period during which payment to the Worker should be processed, and prior to submission of claims to the Agency, and payment of Workers by the Contractor;

- f. Develop and implement a process for immediately notifying the Participant/Representative and Worker when a discrepancy in time reporting cannot be resolved and the Worker shall not be reimbursed for services delivered and submitted in the timekeeping system;
- g. Obtain necessary documentation from the Participant/Representative to ensure that services were provided prior to paying Workers, which may be obtained via the timekeeping system;
- h. Review, as necessary, detailed documentation of service delivery including, but not limited to, the specific tasks and functions performed for the Participant to help ensure that services are being provided and that the Participant's needs are being met;
- i. Compute, withhold, and file federal and state income tax withholding, FICA, FUTA and Tennessee unemployment insurance taxes per State and federal periodicity requirements;
- j. Have a system in place for determining if the Participant's Workers are family members who might be exempt from FICA, FUTA, and SUTA and for processing payments to them accordingly;
- k. Deposit FICA and federal income tax withholding in the aggregate for all Participants the Contractor represents using the Contractor's separate FEIN, in accordance with IRS depositing rules and maintain relevant documentation in the Contractor's files;
- l. Deposit FUTA in the aggregate using the Contractor's separate FEIN quarterly for all Participants the Contractor represents and maintain the relevant documentation in the Contractor's files;
- m. Pay unemployment taxes individually for each Participant the Contractor represents per the State's payment schedule and maintain the relevant documentation in the Contractor's files;
- n. Ensure that Workers are paid in compliance with federal and State Department of Labor wage and hour rules for regular and overtime pay, if program permits a Worker working more than forty (40) hours in a work week, for all time submitted in accordance with specified requirements as well as any adjustments thereto including resolution of exceptions that are determined appropriate based on program business rules. The Contractor shall not be responsible for processing payments for the Worker prior to completion of all required paperwork or for wages that exceed the authorized number of hours or funding amount approved for the Participant. The Contractor has the right to charge an administrative fee to Workers for issuing stop payments or reissuing checks. The Contractor shall provide Workers with the option to receive payment via either a pay card or Electronic Funds Transfer;
- o. Manage the application of all garnishments, levies, and liens on Workers' payroll checks in an accurate and timely manner, including but not limited to aggregating wages across multiple Participants/Representatives, and maintain the relevant documentation in the Contractor's files. The Contractor may charge an administrative fee to Workers for these services;
- p. Report new hires per State requirements;

- q. Submit to the Agency and DDA a list of checks reportable under the State of Tennessee's Unclaimed Property Act each year to a staff person who is authorized to receive and approve the list of abandoned checks from the Contractor, as specified by DDA. The Contractor shall ensure that DDA receives a remittance check from the Contractor that is equal to the face value of checks reported on the abandoned property report. The Contractor shall void all items on the abandoned property report, providing an internal control to prevent re-issuance. DDA shall assume responsibility for managing the abandoned property filing;
- r. Refund over-collected FICA to applicable individual-employers (or State or county government) and Workers in accordance with the December 18, 2000 IRS letter and maintain the relevant documentation in the Contractor's files within one (1) standard pay period;
- s. Prepare, file, and distribute IRS Forms W-2 for Participants' Workers per IRS instructions for agents, for electronic filing when processing two hundred fifty (250) or more IRS Forms W-2 and maintain the relevant documentation in the Contractor's files by January 31<sup>st</sup> of every year. The Contractor may charge an administrative fee to Workers for the replacement of lost W-2s;
- t. Prepare, file, and distribute IRS Forms W-3 in the aggregate for all Participants the Contractor represents per IRS instructions and maintain the relevant documentation in the Contractor's files by January 31<sup>st</sup> of every year; and
- u. Process payments for Workers for authorized services rendered within authorized timeframes and have a system in place for processing Workers' direct deposit and for maintaining the relevant documentation in the Contractor's files.

A.49. The Contractor must pay Workers an hourly wage of at least \$15.00 per hour for providing authorized services to Participants, but may not pay more than the maximum rate allowed per service, as indicated in the following table:

Service	Minimum Rate	Maximum Rate Allowed
Homemaker	\$15.00 / hour	\$29.00 / hour
Personal Care	\$15.00 / hour	\$29.00 / hour
Respite	\$15.00 / hour	\$28.65 / hour
Chore	\$15.00 / hour	\$28.42 / hour

**Claims Submission**

A.50. The Contractor shall submit an electronic claims submission file in the 8371 format to the Agency by the 10<sup>th</sup> of the month for the previous month of service.

**Claiming and Payment for Self Directed Services**

- A.51. For reimbursement of authorized services for Participants enrolled in Self-Direction, the Contractor shall:
  - a. Only bill for services that have been authorized by the Agency for a Participant enrolled in Self-Direction at the time of service delivery. The Contractor shall provide a web-based interface for the Agency, DDA, and Participants/Representatives to review information on the units of service authorized, utilized, and remaining balances, and information for

Participants/Representatives on funds authorized, disbursed, and remaining balances;

- b. Track receipt of service funds in its financial information system;
- c. Maintain a dedicated bank account for the deposit of service funds;
- d. Be reimbursed via Automated Clearing House deposit and shall be provided a detailed electronic remittance advice; and
- e. Timely reconcile all accounts receivable.

A.52. Administrative services shall include reimbursement for services authorized and reimbursed that do not require ongoing supports brokerage functions, to include but not limited to functions such as reimbursement for Individual Transportation Services for Participants when said Participant is receiving no other self-directed service. Supports brokerage reimbursements shall not be paid for Participants receiving only a reimbursed service. For reimbursement for administrative services, the Contractor shall submit an administrative invoice by the 10<sup>th</sup> of the month for the previous month of service, which includes at a minimum: number of current Participants and new Participants; number of current Workers and new Workers; names, Participant ID, and Worker Provider Number for each Participant and Worker.

A.53. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the Agency is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the Agency shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the Agency’s rights under this Section shall not prejudice the Agency’s rights to seek any other remedies available under this Contract or applicable law.

A.54. Inspection and Acceptance. The Agency shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the Agency determines that the goods or services are Defective, the Agency shall notify Contractor in writing, and Contractor shall re-deliver the goods or provide the services at no additional cost to the Agency. If after a period of thirty (30) days following delivery of goods or performance of services the Agency does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the Agency.

## RFPA CHECKLIST

- Cover Letter
- W-9
- Current PSSA License
- PSSA licensing or other entity monitoring reports and POC acceptance letters
- Reference letters from at least two (2) current contractors indicating history of accurate and timely billing and reporting (if not current AAAD provider)
- Audited financial statement or other requested financial information
- Business License/Business Status
- Valid certificate of liability and workers compensation insurance
- Service Delivery explanation; Attachment 1 – Scope of Work, Timeline for implementation
- Policy for conducting/maintaining background checks
- Attached schedule of holidays and other planned closings
- History, Governing Body, Organizational Chart, Experience
- Mission Statement, Values/Guiding Principles
- Personnel – supervisory structure, qualifications/job descriptions, proposed training and curriculum
- Customer Satisfaction Survey Results
- Completed Attachment 2: Assurance and Certification of Usual and Customary Charges
- Signed Authorization for submission

*This Section is completed by Area Agency Staff only.*

## RFP EVALUATION AND SCORING

**Total Points Earned:** \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Individual Scoring Application: \_\_\_\_\_

RFP Requirement	Points Possible	Points Earned	Comments
Documentation of all required organizational information	5		Review RFP Checklist
Years that organization has been providing services to consumers	3		0-1 year: 0 points 1-5 years: 1 point 6-10 years: 2 points 11+ years: 3 points
Multiple county proposal	14		1 point per county covered in district
Proposal would fill existing gap in services	5		
If current AAAD provider, history of accurate and timely billing and reporting. If new provider, reference checks from at least two current contractors of history of accurate and timely billing and reporting	5		Consult appropriate AAAD staff regarding billing/reporting for current providers
Customer Satisfaction rate has been measured and documentation that 80% or more of consumers are satisfied with services	2		Applicant to provide sample of customer satisfaction surveys results / analysis
Monitoring reports from AAAD or other regulatory entity with evidence of timely plan of correction implementation.	5		zero findings: 5 points few findings, resolved timely: 4 points many findings and/or not resolved timely: 0-3 points
Proposed reimbursement rate is below usual and customary rate	3		
<b>Total</b>			