



**STATE OF TENNESSEE  
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS  
FOR  
TENNESSEE PROJECT AWARE PERFORMANCE REPORTING AND EVALUATION SYSTEM**

**RFQ # 33109-00116**

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## 1. INTRODUCTION

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The State of Tennessee, Central Procurement Office, hereinafter referred to as “the State,” has issued this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a Respondent for contract award to provide the needed goods or services.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, the opportunity to do business with the state as contractors or subcontractors.

### 1.1. Statement of Procurement Purpose

The Tennessee Department of Education (TDOE) was awarded federal funding over a five-year period to plan and implement Tennessee Project AWARE, a state capacity-building initiative that aims to expand youth access to school and community-based mental health resources and promote resilience among school-age youth in Tennessee. The project establishes a cross-system state management team to support the integration of state and local policies and resources, as part of a coordinated plan to expand and enhance the continuum of school-based training, mental health services, and behavioral supports in selected schools and communities. The project supports the local implementation of direct services within the Anderson County, Lawrence County, and Lauderdale County school systems. The three local educational agencies (LEAs) enroll more than 17,830 K-12 students across geographically diverse regions of the state and serve high need school populations that are largely rural, economically disadvantaged, and under-resourced.

The LEAs, in partnership with parents, youth, and community stakeholders, will each design and implement a multi-tiered, interconnected systems framework (ICF) that guides delivery of universal prevention, targeted intervention, and intensive school-based mental health services using a Positive Behavioral Intervention and Supports (PBIS) approach. Prevention and intervention strategies include implementing evidence-based violence prevention programs, mental health awareness and outreach campaigns, and youth and family engagement strategies; establishing early identification and referral processes to connect youth to appropriate services; placing mental health clinicians in schools; and refining school discipline policies to reduce unnecessary suspensions and expulsions.

The project defines three specific goals that include:

- (1) Building state capacity to increase mental health awareness and access in schools and communities through state and local policy and resource integration,
- (2) Promoting competency among child-serving adults to detect and respond to youth mental health concerns, and
- (3) Expanding the continuum of school and community-based behavioral health supports and interventions to more effectively respond to youth mental health needs and to keep youth in school and out of the juvenile justice system.

The project will support training of more than 1,300 child-serving adults within the three targeted communities over the five-year term of the contract, will reach more than 17,000 LEA enrolled youth through universal prevention and mental health promotion activities, and will provide targeted and intensive interventions to youth identified with behavioral health needs. Measures associated with project objectives include improvements in student, teacher, and parent perceptions concerning positive school climate and conditions for learning, increases in the number of individuals trained, the number of youth identified and referred through early identification systems, and the number of youth receiving behavioral health interventions in school and community-based settings, and reductions in the number of youth removed from school through suspension and expulsion.

Through this RFQ, the State will identify one qualified vendor to design and implement a state and LEA level data collection, performance measurement, and evaluation system for the Tennessee Project AWARE grant program. These services will support the department in complying with federal reporting requirements, inform project planning and decision-making, and distill knowledge and lessons learned that can direct future policy and practice. The evaluation contract will extend over a 5-year funded grant period. The total amount budgeted for the evaluation is \$170,000 per year. Pursuant to SAMHSA requirements, the State cannot expend more than the budgeted amount per year.

The project design and evaluation portion of the Project AWARE grant application to SAMHSA was written in collaboration with Evaluation Management and Training Associates (EMT). RFQ Attachment H, Project AWARE narrative, which includes these elements.

### 1.2. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual's name (as appropriate), a contact person's name and title, the contact person's mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

### 1.3. **Definitions and Abbreviations**

TERM	DEFINITION
Common Data Platform (CDP)	Web-based, centralized data platform hosted by SAMHSA that assists grantees in setting specific goals that measure program performance on a quarterly basis.
Interconnected Systems Framework (ICF)	Interconnection of Positive Behavioral Interventions and Supports (PBIS) and School Mental Health (SMH) systems to improve educational outcomes for all children and youth, especially those with or at risk of developing mental health challenges.
Local Education Agency (LEA)	Synonym for a school district, an entity which operates local public primary and secondary schools in the United States.
Project AWARE (Advancing Wellness and Resilience in Education)	Program intended to build and expand the capacity of State Educational Agencies to increase awareness of mental health issues among school-aged youth, provide training for school personnel and other adults who interact with school-aged youth to detect and respond to mental health issues in children and young adults, and connect children, youth, and families who may have behavioral health issues with appropriate services.

Positive Behavioral Intervention and Supports (PBIS)	A team based systematic approach in teaching behavioral expectations throughout a school. It is based on a proactive model which teaches the behaviors, reinforces and recognizes students who are able to model these behaviors and has systems in place to support students who have a difficult time or may present with more challenging behaviors.
Qualified Respondent	Any Respondent that passes the mandatory requirements of this RFQ.
SAMHSA	The U.S. Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA)-funding agency for Project AWARE.
State Education Agency (SEA)	State-level government agency responsible for providing information, resources, and technical assistance on educational matters to schools and residents.

## 2. RFQ SCHEDULE OF EVENTS

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The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		June 18, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	June 23, 2015
3.	Pre-Response Conference	10:00 a.m.	June 24, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	June 25, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	June 30, 2015
6.	State response to written "Questions & Comments"		July 7, 2015
7.	RFQ Technical Response Deadline	2:00 p.m.	July 28, 2015
8.	State Schedules Respondent Oral Presentations (ONLY Respondents who pass Mandatory Requirements)		July 29, 2015
9.	Respondent Oral Presentations		August 5-7, 2015
10.	State Notice of Qualified Respondents Released		August 10, 2015
11.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	August 19, 2015
12.	RFQ Negotiations		August 24-26, 2015
13.	State Evaluation Notice Released		August 27, 2015
14.	Solicitation Files Opened for Public Inspection		August 28, 2015
15.	Respondent Contract Signature Deadline	2:00 p.m.	September 10, 2015
16.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		October 8, 2015

### 3. RESPONSE REQUIREMENTS

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#### 3.1. **Response Contents:** A response to this RFQ should address the following:

- 3.1.1. **Mandatory Requirements:** This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. **General Qualifications & Experience:** This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.3. **Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.4. **Cost Proposal: *For Qualified Respondents only***
  - 3.1.4.1. This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."
  - 3.1.4.2. If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment D, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment D may be deemed nonresponsive.
  - 3.1.4.3. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.
  - 3.1.4.4. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
  - 3.1.4.5. A Respondent must sign and date the Cost Proposal.
  - 3.1.4.6. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.
  - 3.1.4.7. The State will only open the Cost Proposal submitted by the Qualified Respondent with the highest technical evaluation score.

#### 3.2. **Response Delivery Location**

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Kristen McKeever, RFQ Coordinator  
Central Procurement Office

Department of General Services  
 WRS Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 (615) 741-0935  
 Kristen.McKeever@tn.gov

### 3.3. Response Format

- 3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.
- 3.3.2. A Respondent must submit original response documents and copies as specified below.

#### 3.3.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

**“RFQ # 33109-00116 TECHNICAL RESPONSE ORIGINAL”**

and five (5) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

**“RFQ # 33109-00116 TECHNICAL RESPONSE COPY”**

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

#### 3.3.2.2. Cost Proposal: *For Qualified Respondents only*

One (1) original Cost Proposal paper document labeled:

**“RFQ # 33109-00116 COST PROPOSAL ORIGINAL”**

and one (1) copy in the form of a digital document in “XLS” format properly recorded on a separate, blank, standard CD-R recordable disc or USB flash-drive labeled:

**“RFQ # 33109-00116 COST PROPOSAL COPY”**

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

### 3.4. Response Prohibitions: A response to this RFQ should not:

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent, to this RFQ;
- 3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5. Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

- 3.4.7. Exceed 40 pages in length (maps, graphs, and charts included as an appendix will not count against this page limit)
- 3.4.8. Provide an oral presentation to exceed 1.5 hours in length including time for questions. A topic outline will be provided with the oral presentation invitation.

**3.5. Response Errors & Revisions**

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

**3.6. Response Withdrawal**

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

**3.7. Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

## 4. GENERAL INFORMATION & REQUIREMENTS

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### 4.1. Communications

- 4.1.1. Respondents shall reference RFQ # 33109-00116 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Kristen McKeever, Solicitation Coordinator  
 Central Procurement Office  
 Department of General Services  
 WRS Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 (615) 741-0935  
[Kristen.McKeever@tn.gov](mailto:Kristen.McKeever@tn.gov)

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley, Compliance Team Lead  
 Central Procurement Office  
 Department of General Services  
 WRS Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Ave.  
 Nashville, TN 37243  
 615-741-3836  
[Helen.Crowley@tn.gov](mailto:Helen.Crowley@tn.gov)

### 4.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

The Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### 4.3. **Conflict of Interest**

- 4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,
- 4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.2. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

#### 4.4. **Respondent Required Review & Waiver of Objections**

- 4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment G, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written "Questions & Comments Deadline" detailed in RFQ § 2, Schedule of Events.
- 4.4.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the written "Questions & Comments Deadline."

#### 4.5. **Disclosure of Response Contents**

- 4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.
- 4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

#### 4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

- 4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.

4.6.4. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

#### 4.7. **RFQ Amendments & Cancellation**

4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must respond, as required, to the final RFQ (including its attachments) as may be amended.

4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

#### 4.8. **State Right of Rejection**

4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.

4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

#### 4.9. **Assignment & Subcontracting**

4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).

4.9.3. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked respondent should the State cease doing business with any respondent selected via this RFQ process.

## 5. **PROCUREMENT PROCESS & CONTRACT AWARD**

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5.1. The vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Cost Proposal/Negotiation.

5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent's Technical Response Points for RFQ Attachments B & C to determine which of the Respondents are considered Qualified and within the competitive range.

5.3. Cost Proposals: All Qualified Respondents shall submit a Cost Proposal as detailed in RFQ § 2, Schedule of Events and 3.1.4. The State will only open the Cost Proposal submitted by the Qualified Respondent with the highest technical evaluation score.

5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.

5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds

5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the

apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

#### 5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	20
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	80

#### 5.6. Contract Award

5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.

5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)

5.6.3. The State reserves the right to make an award without further discussion of any response.

5.6.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ § 2, Schedule of Events.

**NOTICE:** The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

5.6.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment G, pro forma contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and vendor selection process

5.6.7. If the State determines that a response is nonresponsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

**ATTACHMENT A****TECHNICAL RESPONSE & EVALUATION GUIDE**

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	<b>A.4.</b>	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.5.</b>	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	<b>A.6.</b>	The Technical Response must not exceed 40 pages in length.	
<i>State Use – RFQ Coordinator Signature, Printed Name &amp; Date:</i>			

**ATTACHMENT B****TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Evaluation Team members will independently evaluate and assign one score for all responses to Section B—General Qualifications & Experience Items.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	<b>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.
	<b>B.6.</b>	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	<b>B.7.</b>	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.8.</b>	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	<b>B.9.</b>	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	<b>B.10.</b>	Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately,

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFQ.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	<b>B.11.</b>	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	<b>B.12.</b>	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	<b>B.13.</b>	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	<b>B.14.</b>	<p>Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u></p> <p>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.</p>
	<b>B.15.</b>	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information:</p> <p>(i) contract description and total value;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</p> <p>(b) the name of the procuring State agency;</p> <p>(c) a brief description of the contract's specification for goods or scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Section B.16 of this RFQ.</li> </ul>
	<b>B.17.</b>	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the goods or services sought under this RFQ and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFQ Attachment F. References that are not completed as required will be considered nonresponsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below:</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>(a) “Customize” the standard reference questionnaire at Attachment F by adding the subject Respondent’s name, and make exact duplicates for completion by references.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</p> <p>(c) Instruct the person who will provide a reference for the Respondent to:</p> <ul style="list-style-type: none"> <li>(i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document);</li> <li>(ii) sign <u>and</u> date the completed, reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;</li> <li>(iv) sign his or her name in ink across the sealed portion of the envelope; and</li> <li>(v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</li> </ul> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.18.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> <li>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</li> <li>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</li> <li>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</li> </ul> <ul style="list-style-type: none"> <li>▪ has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</li> </ul>
<b>SCORE (for all Section B— Qualifications &amp;</b>		

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
<b>Experience Items above):</b> (maximum possible score = 20)		
<i>State Use – Evaluator Identification:</i>		

## ATTACHMENT C

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

**0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent**

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section scores as indicated.

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		<b>10</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.		<b>30</b>	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project evaluation, ensure delivery of specified data and reports, completion of the scope of services, and accomplish required objectives within the State's project schedule.		<b>60</b>	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b> (sum of Raw Weighted Scores above)		
<b>Total Raw Weighted Score</b>			<b>X 80</b>	<b>= SCORE:</b>	
<b>Maximum Possible Raw Weighted Score</b> (i.e., 5 x the sum of item weights above)			<i>(maximum possible score)</i>		
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**ATTACHMENT D**

## Cost Proposal & Evaluation Guide

### For Qualified Respondents Only

Cost Proposals/Negotiations will only be requested of Qualified Respondents in the competitive range. This is a place holder for the document that will be issued to Qualified Respondents at that part of the procurement process.

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for the delivery of specified goods for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment G, *pro forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTICE:** The Evaluation Factor associated with each line item of cost is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the line item of costs herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment G), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the entity responding to the provisions of this RFQ and any contract awarded pursuant thereto. If said individual is not responding in an individual capacity or is the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the entity responding to this RFQ.

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDNET LEGAL ENTITY NAME:</b>			
<b>Line item of cost Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
Project AWARE System hosting & management; A.3.	\$  / per month	50	

Project AWARE web-based data collection, performance measurement, & evaluation System; A.3, A.4.	\$ <b>/ upon completion</b>	1	
Formal Evaluation & Measurement Plan; A.5.	\$ <b>/ per plan</b>	5	
Needs Assessment & Environmental Scan; A.6	\$ <b>/ upon completion</b>	1	
Logic Model; A.7.	\$ <b>/ per model</b>	20	
Quarterly Report; A.8.	\$ <b>/ per report</b>	18	
Annual Evaluation Report; A.9	\$ <b>/ per report</b>	5	
CDP Data Imports; A.10	\$ <b>/ per import</b>	23	
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above):			
<i>State Use – RFQ Coordinator Signature, Printed Name &amp; Date:</i>			

**ATTACHMENT E****STATEMENT OF CERTIFICATIONS AND ASSURANCES**

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

**The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.

**By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.**

**SIGNATURE & DATE:**

---

**PRINTED NAME & TITLE:**

---

**LEGAL ENTITY NAME:**

---

**FEIN or SSN:**

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**ATTACHMENT F**

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**REFERENCE QUESTIONNAIRE**

**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.**

The Respondent will be responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Proposal.

## RFQ # 33109-00116 REFERENCE QUESTIONNAIRE

**RESPONDENT NAME:** RESPONDENT NAME (completed by respondent before reference is requested)

The "respondent name" specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the respondent must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the respondent.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

(3) **What goods or services do/did the vendor provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the vendor of the goods or services described above?**

*Please respond by circling the appropriate number on the scale below.*

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

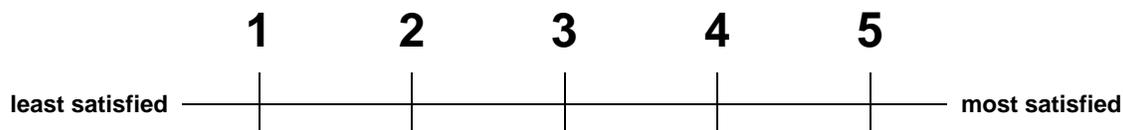
RFQ # 33109-00116 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

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If you circled 3 or less above, what could the vendor have done to improve that rating?

- (5) If the goods or services that the vendor provided to your company or organization are completed, were the goods or services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the vendor is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the vendor's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery do/did the vendor excel?
- (9) In what areas of goods or service delivery do/did the vendor fall short?
- (10) What is the level of your satisfaction with the vendor's project management structures, processes, and personnel?

*Please respond by circling the appropriate number on the scale below.*



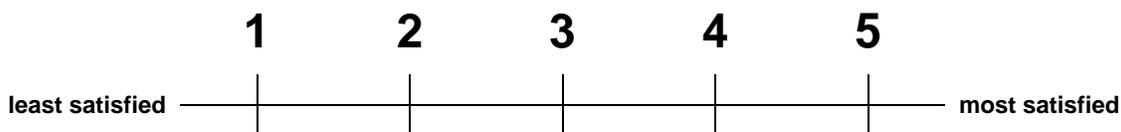
What, if any, comments do you have regarding the score selected above?

**RFQ # 33109-00116 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3**

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- (11) **Considering the staff assigned by the vendor to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

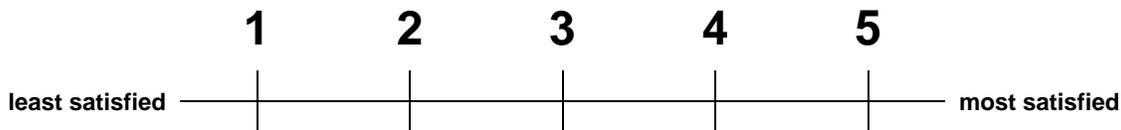
*Please respond by circling the appropriate number on the scale below.*



**What, if any, comments do you have regarding the score selected above?**

- (12) **Would you contract again with the vendor for the same or similar goods or services?**

*Please respond by circling the appropriate number on the scale below.*



**What, if any, comments do you have regarding the score selected above?**

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

\_\_\_\_\_ (must be the same as the signature across the envelope seal)

**DATE:**

**ATTACHMENT G**

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**RFQ # 33109-00116 PRO FORMA CONTRACT**

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Education ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Tennessee Project AWARE Performance Reporting and Evaluation System, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

**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. Definitions:

- a. Common Data Platform (CDP): Web-based, centralized data platform hosted by SAMHSA that assists grantees in setting specific goals that measure program performance on a quarterly basis.
- b. Local Education Agency (LEA) - Synonym for a school district, an entity which operates local public primary and secondary schools in the United States.
- c. Mental Health Workforce: An individual who works in one of the following fields: mental health clinician, mental health counselor, psychologist, social worker, caseworker, care coordinator, and emergency/crisis worker
- d. Project AWARE: Program intended to build and expand the capacity of State Educational Agencies to increase awareness of mental health issues among school-aged youth, provide training for school personnel and other adults who interact with school-aged youth to detect and respond to mental health issues in children and young adults, and connect children, youth, and families who may have behavioral health issues with appropriate services.
- e. SAMHSA: The U.S. Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA)-funding agency for Project AWARE.
- f. State Education Agency (SEA): State-level government agency responsible for providing information, resources, and technical assistance on educational matters to schools and residents.

A.3. The Contractor shall design, implement, host, and manage a web-based data collection, performance measurement, and evaluation system for the Tennessee Project AWARE grant program. These services will support the State in complying with federal reporting requirements, inform project planning and decision-making, and distill knowledge and lessons learned that can direct future policy and practice.

- a. The Contractor, in collaboration with the State, will outline the specifications for the web-based data collection and evaluation system within two months of contract execution. Specifications to include:
  - i. Access for State and LEA level personnel to enter data.
  - ii. The system shall have export capability.

The final specifications must be submitted to the State electronically for review and approval. The final specifications must be approved by the State, in writing, prior to implementation.

- b. The Contractor will implement the web-based evaluation system within six months of contract execution.
  - c. The Contractor will host and be responsible for the day to day management and operation of the web-based evaluation system.
  - d. The State will be responsible for monitoring all work by the Contractor on the development and implementation of the web-based evaluation system.
  - e. The Contractor shall export data and import to the CDP on a quarterly and annual basis as detailed in Scope of Services Section A.4.
- A.4. The system shall collect and analyze the following SAMHSA required performance measurement goals data at the State and LEA level.
- a. Number of individuals trained in prevention or mental health promotion on a quarterly and annual basis.
  - b. Number of people in mental health and related workforce who are trained in mental health related practices on a quarterly and annual basis.
  - c. Number of individuals referred to mental health or related services on a quarterly and annual basis.
  - d. Number of school-aged youth served as a result of implementing strategies identified in the State comprehensive plan on a quarterly and annual basis.
  - e. Number of school-aged youth who received school-based mental health services on a quarterly and annual basis.
  - f. Percentage of mental health service referrals for school-aged youth which resulted in mental health services being provided in the community on a quarterly and annual basis.
- A.5. The Contractor shall provide the State with a formal evaluation and measurement plan outlining key evaluation questions, proposed study methods, evaluation tasks and timelines, and project deliverables.
- a. The formal evaluation and measurement plan must be submitted to the State for review and approval within six months of contract execution.
  - b. The plan must be submitted electronically.
  - c. The State will review the plan annually. The Contractor shall revise the plan, if needed, based on the State's annual review.
- A.6. The Contractor shall conduct a needs assessment and environmental scan as part of the initial planning period. The needs assessment and environmental scan shall be submitted to the State electronically within six months of contract execution.
- A.7. The Contractor shall create a program-wide logic model and individual LEA logic models for each of the three LEAs (Anderson, Lauderdale, and Lawrence Counties) linking school and community needs with planned strategies, expected outputs, and short- and long-term outcomes.
- a. The logic models must be submitted to the State for review and approval within six months of contract execution.
  - b. The models must be submitted electronically.
  - c. The State will review the models annually. The Contractor shall revise the models, if needed, based on the State's annual review.
- A.8. The Contractor shall provide quarterly reports electronically detailing evaluation findings and performance measures as defined in Scope of Services Section A.10 to the project administration, the State management team, and LEA teams. Quarterly reports must include the following information:
- a. Number of individuals trained in prevention or mental health promotion on a quarterly and annual basis.
  - b. Number of people in mental health and related workforce who are trained in mental health related practices on a quarterly and annual basis.

- c. Number of individuals referred to mental health or related services on a quarterly and annual basis.
  - d. Number of school-aged youth served as a result of implementing strategies identified in the SEA comprehensive plan on a quarterly and annual basis.
  - e. Number of school-aged youth who received school-based mental health services on a quarterly and annual basis.
  - f. Percentage of mental health service referrals for school-aged youth which resulted in mental health services being provided in the community on a quarterly and annual basis.
  - g. Recommendations for Project AWARE quality improvement at the State and LEA level.
- A.9. The Contractor shall prepare and submit an annual evaluation report and presentation of key findings to the State management team and produce interim data summaries and reports upon request. The annual report shall be submitted electronically no later than June 30 each year. The report shall be a compilation of all quarterly reports and shall include the following:
- a. Assessment of the State capacity building activities and the outcomes.
  - b. Assessment of LEA capacity building activities and direct service strategies and the outcomes.
- A.10. The Contractor shall export the SAMHSA required performance measures at the State and LEA level from the State's system and enter the data into SAMHSA's web-based CDP as follows. The Contractor shall provide this service on a quarterly and annual basis. The Contractor shall import the data into the CDP upon approval of the State.
- a. Annual Import::
    - (1) The number of school-aged youth served as a result of implementing strategies identified in the State comprehensive plan.
    - (2) The total number of school-aged youth who received school-based mental health services.
    - (3) The percentage of mental service referrals for school-aged youth which resulted in mental health services being provided in the community.
  - b. Quarterly Import:
    - (1) The number of individuals who have received training in prevention or mental health promotion.
    - (2) The number of people in mental health and related workforce who are trained in mental health related practices and activities that are consistent with the goals of the grant.
    - (3) The number of individuals referred to mental health or related services.
- A.11. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. 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 all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, 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 State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.
- A.12. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30)

days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

- A.13 Cloud Services, Data Security and Compliance Requirements If HIPAA data is being collected, the State requires encryption of data in transit and at rest. If the State allows the vendor to host using cloud services, the service provider must be in compliance with FedRAMP. Proof of this compliance will be required. Also required is compliance with the State's Enterprise Information Security Policy. At the end of this contract, destruction of hard copy confidential data and sanitation of confidential digital data will be required. This destruction and sanitation process will be kicked off at the request of the State.

**B. TERM OF CONTRACT:**

This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of 50 months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
  - b. The Contractor shall be compensated based upon the following payment methodology:

<b>Goods or Services Description</b>	<b>Amount</b> (per compensable increment)
Project AWARE System hosting & management; A.3.	\$NUMBER/per month
Project AWARE web-based data collection, performance measurement, & evaluation System; A.3, A.4.	\$NUMBER/upon completion
Formal Evaluation & Measurement Plan; A.5.	\$NUMBER/per plan
Needs Assessment & Environmental Scan; A.6.	\$NUMBER/upon completion
Logic Models; A.7.	\$NUMBER/per model
Quarterly Report; A.8.	\$NUMBER/per report
Annual Evaluation Report; A.9	\$NUMBER/per report
CDP Data Imports; A.10	\$NUMBER/per import

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:
- Pat Conner, Executive Director  
Office of Safe, Healthy, and Supportive Schools  
Tennessee Department of Education  
710 James Robertson Parkway  
Ninth Floor  
Nashville, Tennessee 37243  
615-308-7747
- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
  - (2) Invoice date;
  - (3) Contract number (assigned by the State);
  - (4) Customer account name: Tennessee Department of Education & Project AWARE;
  - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
  - (6) Contractor name;
  - (7) Contractor Tennessee Edison registration ID number;
  - (8) Contractor contact for invoice questions (name, phone, or email);
  - (9) Contractor remittance address;
  - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - (13) Amount due for each compensable unit of good or service; and
  - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
  - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
  - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
  - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.
  - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Pat Conner, Executive Director  
 Office of Safe, Healthy, and Supportive Schools  
 Tennessee Department of Education  
 710 James Robertson Parkway  
 Ninth Floor  
 Nashville, Tennessee 37243  
 Pat.conner@tn.gov  
 Telephone # 615-253-0018  
 FAX # 615-253-5705

The Contractor:

**Contractor Contact Name & Title**  
**Contractor Name**  
**Address**  
**Email Address**

Telephone # **Number**  
 FAX # **Number**

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.
- In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.
- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member’s retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor’s duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
- f. the Contractor's response seeking this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
- The obligations set forth in this Section shall survive the termination of this Contract.
- E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall

also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

- b. Rights and Title to the Software
  - (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.
  - (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
  - (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.
- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.7. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.8. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

E.9. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
  - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.10. FERPA Compliance. The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the Authorization and Acknowledgement of Compliance document at Attachment 3.
- E.11. Tennessee Data Accessibility, Transparency and Accountability Act (the "Act"). The State and Contractor shall comply with Sections 3-9 of Chapter 905 of the Tennessee Public Acts of 2014, known as the Data Accessibility, Transparency and Accountability Act, and any accompanying administrative rules or regulations. Contractor agrees to maintain the confidentiality of all records containing student and de-identified data in any databases, to which the State has granted Contractor access, and to only use such data for the exclusive purpose of performing its duties in this Contract.
- E.12. Any instances of unauthorized disclosure of data containing personally identifiable information in violation of the laws cited above in sections E.10 and E.11 that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State as well as its employees, agents and representatives from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person or entity which may be injured or damaged as a result of Contractor's failure to comply with sections E.10 or E.11.
- E.13. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFQ 331109-00116 (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

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

**TENNESSEE DEPARTMENT OF EDUCATION:**

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**DR. CANDICE MCQUEEN, COMMISSIONER**

**DATE**

**Pro Forma ATTACHMENT 1***(Fill out only by selected Contractor)***ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER</b> (or Social Security number)	

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

**CONTRACTOR SIGNATURE**

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

**PRINTED NAME AND TITLE OF SIGNATORY****DATE OF ATTESTATION**

**Pro Forma ATTACHMENT 2****(Fill out only by selected Contractor)**

## SAMPLE LETTER OF DIVERSITY COMMITMENT

**(Company Letterhead/Logo)****(Address)****(Date)****(Salutation),**

**(Company Name)** is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

\_\_\_\_\_

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

\_\_\_\_\_ %.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

\_\_\_\_\_  
\_\_\_\_\_

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # **(Edison number)**.

**(Company Name)** is committed to working with the Go-DBE office to accomplish this goal.

Regards,

**(Company authority – signature and title)**

**ATTACHMENT 3**

**AUTHORIZATION AND ACKNOWLEDGEMENT OF FERPA COMPLIANCE**

**Whereas**, State has contracted with **Contractor** on **Start Date** through **End Date** (**Agency Tracking # 33109-00116**), for Tennessee Project AWARE Performance Reporting and Evaluation System, and

**Whereas**, The above referenced contract may require the disclosure by the State to **Contractor** of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA), and

**Whereas**, 34 C.F.R. 99.31, authorizes an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services.

Therefore, the State and **Contractor** hereby agree as follows:

1. **Contractor** is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This student information may include: name, parent/guardian name, home address, grades, discipline record, attendance record.
2. **Contractor** agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with the state.
3. **Contractor** agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

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**Contractor**

**DATE**

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**TENNESSEE DEPARTMENT OF EDUCATION**

**DATE**

**PROJECT AWARE PROJECT NARRATIVE**

## Abstract

The Tennessee Department of Education (TDOE) is requesting \$9.75 million in funding over a five-year period to plan and implement Project AWARE Tennessee, a state capacity-building initiative that aims to expand youth access to mental health resources and promote resilience and positive behavioral functioning among school-age youth in Tennessee. The project establishes a cross-system state management team to support the integration of state and local policies and resources, as part of a coordinated plan to expand and enhance the continuum of school-based training, mental health services, and behavioral supports in selected schools and communities. The proposed project supports the local implementation of direct services within the Anderson County, Lawrence County, and Lauderdale County school systems. The three LEAs enroll more than 17,830 K-12 students across geographically diverse regions of the state and serve high need school populations that are largely rural, economically disadvantaged, and under-resourced. Local districts, in partnership with parents, youth, and community stakeholders, will each design and implement a multi-tiered, interconnected systems framework (ISF) that guides delivery of universal prevention, targeted intervention, and intensive school-based mental health services using a Positive Behavioral Intervention and Supports (PBIS) approach. Prevention and intervention strategies will include: implementing evidence-based violence prevention programs, mental health awareness and outreach campaigns, and youth and family engagement strategies; establishing early identification and referral processes to connect youth to appropriate services; placing mental health clinicians in schools to deliver effective targeted and intensive interventions and referrals; and refining school discipline policies to reduce loss of instructional time and removals from school due to suspension and expulsion. The project defines three specific goals that include: 1) building state capacity to increase mental health awareness and access in schools and communities through state and local policy and resource integration, 2) promoting competency among child-serving adults to detect and respond to youth mental health concerns, and 3) expanding the continuum of school and community-based behavioral health supports and interventions to more effectively respond to youth mental health needs and to keep youth in school and out of the juvenile justice system. The project will support training of more than 1,300 child-serving adults within the three targeted communities over the five-year term of the cooperative agreement, will reach more than 17,000 district enrolled youth through universal prevention and mental health promotion activities, and will provide targeted and intensive interventions to youth identified with behavioral health needs. Measures associated with project objectives include: increasing the number of individuals trained, the number of youth identified and referred through early identification systems, and the number of youth receiving behavioral health interventions in school and community-based settings; improving student, teacher, and parent perceptions of school climate and conditions for learning; and reducing the number of youth removed from school through suspension and expulsion.

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## PROJECT AWARE TENNESSEE

### **SECTION A: STATEMENT OF NEED**

**A.1: Need for infrastructure development.** SAMHSA’s Project AWARE Tennessee funding initiative is designed to support the development and implementation of a comprehensive plan of activities, services, and strategies to decrease youth violence and promote the healthy development of children. Tennessee is committed to the overall goal of expanding the capacity at the state and local levels to make schools safer, improve school climate, increase awareness of mental health issues, and connect children and youth with behavioral health issues with needed services. Over the last several years, Tennessee has made significant strides in improving infrastructure within systems. The Tennessee Department of Education (TDOE), Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS), and Tennessee Department of Children’s Services (TDCS), the child welfare and juvenile justice authority, have participated in numerous federal and state initiatives related to improving the educational, behavioral health, and child-serving systems. These opportunities have yielded positive improvements for Tennessee, however it is clear that the state lacks an infrastructure that supports an integrated behavioral health service delivery system for children from birth to adulthood and their families. The current fragmentation across systems and communities encourages disparities in health outcomes and accessibility of behavioral health services across diverse geographic areas, incongruent state and local policies, duplication of efforts, conflicting messages to parents about state funded services and supports, and limited parent engagement. In order to fulfill this commitment Tennessee must address existing gaps in services and problems associated with the need for infrastructure development. Tennessee faces significant challenges in infrastructure development directly related to geography, poverty, and rural isolation and their impact on children and youth and the communities in which they live. Tennessee is comprised of “Three Grand Divisions” (East, Middle, and West), each with its own heritage and unique demographic, geographic, and cultural characteristics. Often referred to as “three states within a state,” the distinct differences between the Grand Regions present challenges when planning and coordinating statewide services. Research indicates geography creates significant differences in socioeconomic conditions and racial diversity while ensuring children, families, and communities vary in their strengths, needs, politics and cultures.<sup>1</sup> Tennessee is the 17th most populous state in the nation according to the 2013 US Census with a total population of 6,346,113. Of that number, 23.1% are under the age of 18. The median household income is below the national average at \$42,674 and according to data from TDOE School Nutrition the free and reduced lunch rate for the state is 58.6% with 22% of the state’s population living below the poverty level. Low income students are more likely than students from wealthier families to have lower tests scores, fall behind in school, dropout, and fail to acquire a college degree.<sup>2</sup> Tennessee is comprised of 141 public school districts and 1,804 schools with a total student population of 967,173. Of those 141 districts, 88% or 124, have less than 10,000 students and are considered rural districts. Rural schools face significant barriers when it comes to education. These include lack of funding, small size of the schools and the communities, location, teacher retention, low/income/low education families, and lack of jobs.<sup>3</sup> Additionally, children living in rural areas are slightly but significantly more likely to have a

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mental health problem than urban children, are more likely to have a behavioral difficulty, and are more likely to be usually or always affected by their condition.<sup>4</sup> According to the July 2013 Council on Children's Mental Health (CCMH) annual report 1 in 4 children and youth in Tennessee struggle with mental health issues.

The children's mental health system in Tennessee has made significant improvements over the last several years, including the creation of the Council on Children's Mental Health (CCMH) which is charged with developing a plan for a statewide system of care for children and youth with mental, emotional or behavioral needs. TDMHSAS has also been awarded several SAMHSA Child Mental Health Initiative demonstration grants (Systems of Care) that have provided Tennessee with the opportunity to pilot collaborative strategies for meeting the needs of children and youth with the most significant mental health needs who are involved in multiple child-serving systems. TDMHSAS has developed a prevention structure that has six interlocking service components to address the behavioral health needs of individuals, communities, regions, and the State. This structure provides the essential resources and infrastructure necessary to successfully reach Tennessee's at risk populations.

As a result of the Mental Health Integration grant, district-wide mental health policy/ guidelines were developed in 94 of Tennessee's 141 LEAs. The effort uncovered a range of needs to advance mental health service delivery including the need to evaluate the current level of mental health infrastructure and services provided at the school district level in partnership with other child serving agencies and community mental health providers; technical assistance to support the development of effective mental health teams as well as continuous distribution of sample policies, procedures, training materials, and memorandums of understanding; and a cost analysis/ feasibility study to evaluate how current school-based mental health services are provided to Tennessee students and their families so promising/ best practices as well as service delivery challenges could be identified. These next steps provide a meaningful analysis of the needs that currently exist and a provided strong direction for the state and local LEA's to begin their work on the Project AWARE Tennessee initiative.

Another significant service gap is the lack of a comprehensive, coordinated basic mental health training program. TDOE, TDMHSAS and Juvenile Justice offer a myriad of statewide and local trainings on a variety of subjects; however, there is no comprehensive training plan offered for educators and community members on how to help youth (ages 12-18) who are experiencing a mental health or addictions challenge. Project AWARE Tennessee would give Tennessee the opportunity to develop a cadre of state and local instructors that would provide mental health first aid training to school personnel, emergency responders, and other adults in the community who interact with school-aged youth to detect and respond to signs of mental health issues. This plan would further strengthen efforts across systems for early identification of signs and symptoms of mental health behavioral issues for children and youth as well as strengthen linkages to existing school and community-based mental health resources.

Project AWARE Tennessee will provide Tennessee the opportunity to assess existing infrastructure, resources, for an extensive review of all existing services and needs at both the state and local level to address the mental health needs of children, youth, families/caregivers and communities. The review will address local differences though ongoing attention to community conditions, cultural and linguistic competence, and family and youth involvement in service planning and implementation at the local, regional, and state levels. The desired system

changes necessary to support school and community-based mental health care for children and youth and substance use reductions is completely achievable under this proposal.

**A.2: Identification of the three LEAS.** The 3 counties of Anderson (East), Lawrence (Middle), and Lauderdale (West) and their Local Education Agencies (LEAs) will be participating in this project representing each of the 3 Grand Divisions and the state's demographics (Table A.1). These characteristics shape risks for TN citizens and their children, as well as cultural needs and opportunities for educational achievement, prevention strategies, and service delivery methods.

**Table A.1: Tennessee and Participating Communities Demographics**

	Tennessee	Anderson County (East)	Lawrence County (Middle)	Lauderdale County (West)
Population	6,346,113	75,920	42,086	27,780
School-Age Population (18 and under)	967,173	6,597	6,516	4,724
Race/Ethnicity				
White Non-Hispanic	79.5%	91.8%	96.1%	62.7%
Black/African American	16.9%	3.84%	1.6%	35%
Hispanic, any race	4.7%	2.61%	1.7%	2.3%
Other	3.6	1.75%	.6%	0%
Free-Reduced Lunch (18 and under)	58.6%	63%	59%	80.3%
High School Graduate or Higher (25 and older)	83.9%	84%	78.2%	74.4%

(Sources: TN State Report Card 2013, US Census 2013)

**Anderson County** is located in rural East TN bordering Knoxville and has a total of 18 schools grades K-12. **Lawrence County** is located on the Alabama/Tennessee line in Middle TN, considered rural, and has 12 schools grades K-12. **Lauderdale County** is located in West TN, also considered rural, with a total of 7 schools. As noted in Table A.1, poverty is a risk factor for all three counties as well as rural isolation. Over the past several decades, child poverty rates in Tennessee have been higher in rural than in non-rural areas (Kids Count 2013). Almost 1 in 3 adult Tennesseans living in poverty have not achieved a high school diploma or equivalency. This statistic holds true for all three districts as evidenced by the percentages of adults 25+ who have a high school diploma.

Each district currently draws upon any and all resources and stakeholders in their communities to help children. In **Anderson County** partnerships with TN Extension Agency, faith based groups, health department, Sheriff's Department, juvenile court, civic and community groups, and the medical community provide extensive support to the schools that includes programs, services, volunteers, and funding. **Anderson County** also has a Life Development Center (LDC) with a ropes course used for counseling, prevention and leadership activities.

Funded by a grant from TDMHS that ended in 2012, the LDC has been assumed by the district. **Anderson County** has also been successful in securing state funding to implement afterschool programs through 21<sup>st</sup> Century Community Learning Center grants, improve school climate through a TDOE S3 Safe and Supportive Schools grant, and improve student health through Coordinated School Health. Helen Ross McNabb Center and Ridgeview provide mental health services to **Anderson County** but neither currently provides school-based mental health services. In **Lawrence County** there are extensive partnerships with civic and community groups who volunteer in their at risk mentoring program, the Sheriff's Department provides School Resource Officers, grant funding from TDOE S3 Safe and Supportive Schools provides the Friend to Friend Program, TDOE 21<sup>st</sup> Century Community Learning Centers provides afterschool programming, Coordinated School Health addresses student health, and a variety of parent organizations offer the district support in a variety of areas. Community-based mental health

services are provided by Centerstone; however, there are currently no school-based mental health services. *Lauderdale County* has a strong sense of community as evidenced by partnerships with many stakeholders to include University of Tennessee Martin, faith based organizations, Sheriff's department that provides school resource officers, student health services by Coordinated School Health, and civic and community organizations providing mentoring and tutoring as well as funding. *Lauderdale County* has also been successful in securing Lottery Education Afterschool Programs (LEAPS) grant funding from TDOE as well as Coordinated School Health. Professional Care Services of West Tennessee provides community-based mental health services but does not currently provide any school-based mental health services.

**A.3: Needs and gaps identified through the needs assessment process.** The goals and objectives of the Project AWARE Tennessee project will support state level priorities, including interagency collaboration, use of evidence-based practices, promotion of effective and efficient use of public resources, and customer-focused government. Tennessee lacks a cohesive method for development of effective policies and initiatives for integration of service methods, realignment of resources and leveraging supportive activities from governmental and community delivery systems. State level planning, evaluation and sustainability efforts must occur concurrently with local community implementation efforts so timely policy recommendations can be made. Enacting state level policies that support a coordinated process for assessment and community-based decision making, such as the Strategic Prevention Framework (SPF), ensures that communities and families are empowered to address the needs specific to their area and increase connections among previously disparate organizations to generate needed change. Utilizing this approach for NITT-AWARE-SEA, communities can address multiple components and elements, including connecting families, schools, and communities, promoting collaboration and partnership to create safe and violence-free schools. The SPF process provides a solid foundation on which to build a seamless and overarching statewide infrastructure that supports the entire behavioral health continuum including promotion, prevention, treatment, and recovery. The goal of increasing access to school and community-based mental health services is an identified need for all three communities. While there are mental health agencies in each community providing mental health services to families, these services have not been implemented at the school level, thus illustrating Tennessee's current challenge of providing access to and delivery of behavioral health services for children. These services must be developmentally appropriate and culturally specific for all students and implemented as an integral part of a multi-tiered behavioral framework such as Positive Behavior Interventions and Supports (PBIS). PBIS, an evidence based best practice, focuses on creating and sustaining primary (school-wide), secondary (targeted group or individual), and tertiary (individual) systems of support proven to improve the behavioral health of all children and youth. If awarded, the implementation of a multi-tiered behavioral framework in the identified districts will be coordinated with the SEA School Climate Transformation Grant.

As an integral part of implementation of behavioral health services, the mental health literacy of school personnel and other adults who work with school-aged children and youth must be increased. Tennessee does not currently have a comprehensive training plan for providing MHFA. Project AWARE Tennessee will provide Tennessee the opportunity to work with LEAs and their respective communities to train teachers, counselors, other school personnel, and other youth serving adults on the risk factors and symptoms of mental health problems in children and youth. This plan would further strengthen efforts across systems to link mental health services.

The development of an integrated and seamless behavioral health infrastructure will further empower communities, schools, and child-serving agencies to effectively address the needs of their students and families, thereby creating healthy and nurturing environments in which children thrive. By working in partnership across departmental lines, Project AWARE Tennessee will provide state level policy makers the opportunity to identify strategies to reduce or eliminate duplication of services, conflicting agency policies, and ineffective administrative and regulatory structures within the education, behavioral health, and juvenile justice systems. Further, local implementation of evidence based strategies in the school and community setting will allow state and local partners to evaluate the effectiveness of new services, programs, and policies that are intended to create positive outcomes for children, families, and communities, such as the reduction of violence in schools, increased referrals to behavioral health treatment, and reduced disparities in access to behavioral health services. State and local policy makers will then be able to make more informed decisions as to which strategies, practices and services are best for their communities and that can be sustained through an improved behavioral health infrastructure.

**A.4: Available resources, systems, and programs within the state and three LEAs.** As identified in the environmental scan, linking planning and implementation of Project AWARE Tennessee initiatives with existing state and local efforts is a key indicator for success. In 2008 significant strides in improving substance abuse and mental health services infrastructure were achieved as a result of the Bureau of Alcohol and Drug Abuse Services being administratively transferred from the Department of Health to the Department of Mental Health and Developmental Disabilities creating the new Department of Mental Health and Substance Abuse Services (TDMHSAS). , demonstrating the state's commitment to a coordinated and seamless behavioral health service delivery system.

During this same time period, the TDOE, TDMHSAS and Department of Children's Services (TDCS), the child welfare and juvenile justice authority, participated in numerous federal and state initiatives to increase Tennessee's capacity to appropriately identify and address the behavioral health needs of children and create safe and nurturing environments for students. Examples in education include: Mental Health Systems Integration Grant; Race to the Top; Coordinated School Health; Family Resource Center; and, Safe and Supportive Schools (S3); in behavioral health include: Strategic Prevention Framework-State Incentive Grant; Strategic Prevention Enhancement Planning Grant; Partnerships for Success; Screening, Brief Intervention and Referral to Treatment (SBIRT) Grant; Systems of Care (SOC) grants; and the Juvenile Court Screening and Referral Project; and the MacArthur Foundation Mental Health-Juvenile Justice Grant. These initiatives have laid an important foundation.

Tennessee is the only state in the nation to fully implement Coordinated School Health (CSH).CSH is a systematic approach to connecting student health to learning and emphasizes needs assessment; planning based on data, sound science and analysis of gaps and redundancies in school health programming; and evaluation. Developed by Centers for Disease Control (CDC), the CSH approach consists of eight major components that work together to improve the lives of students and their families. The eight components include: health education, health services, counseling, psychological and social services, nutrition, physical education, school staff wellness, healthy school environment and student/parent/community involvement. All 141 school districts receive state funding to employ a full time CSH coordinator. CSH also works in collaboration with Family Resource Centers (FRCs) to provide prevention and early intervention programs. Both the FRC and CSH will be members of the State Management Team (SMT) and

will assist in fulfilling the objective of implementing effective behavioral health strategies and parent and community engagement.

Schools should be places that are welcoming to students as well as families and communities and can be considered a protective factor. In 2012 the TDOE was a recipient of a USDOE Safe and Supportive Schools (S3) grant. School climate refers to the quality and character of school life. Research on school climate demonstrates that positive school climate is associated with stronger academic performance, higher graduation rates, and decreased incidences of violence.

To measure students' perceptions of their school the S3 Student Survey was developed. The data from the system being built through the Safe and Supportive Schools Project will help the education community better understand the relationships between conditions for learning and academic outcomes and better utilize available time and resources. Two of the three districts currently participate in the survey and the remaining district will be added.

Each of the three identified communities will continue to expand and enhance their involvement in order to support the goals of Project AWARE Tennessee to make schools safer, improve school climate, increase awareness of mental health issues, and connect children and youth with behavioral health issues with needed services. In year one linking these efforts will be priority one and this proposal outlines strategies to directly address how this will be achieved.

**A.5: Service gaps and other problems related to the need for infrastructure development.**

These initiatives at the state level involve local education agencies; however, there is no centralized body at the state level able to link planning efforts across state and local education, and juvenile justice. In order to promote positive youth development it is necessary to first identify and address risk factors that impact the population to be served. In conducting an extensive needs assessment, the school and individual risk factors of low commitment to school, academic failure, favorable attitude toward antisocial behavior and drug use, low neighborhood attachment, and rebelliousness are evident in the counties as shown in Tables 1.B and 1.C.

**Table A.2: School and Individual Risk Factors in Participating Communities**

<b>Indicator</b>	<b>Anderson County (East)</b>	<b>Lawrence County (Middle)</b>	<b>Lauderdale County (West)</b>
Number of children with disabilities with an emotional disturbance receiving special education services. (TDOE)	71	30	6
Number of youth (ages 12-17) who had at least one major depressive episode in the past year (TDCS 2010)	5,781	3,533	2,214
Number of children with substantiated child abuse/neglect (TDCS 2010)	10.9%	9.6%	4.9%
Percentage of students who scored basic and below basic in Math grades 9-12 (State Report Card 2013, State Average 58%)	58.9%	44.8%	62.4%
Percentage of students who scored basic and below basic in Reading/Language Plus Writing (State Report Card 2013, state Average 40.5%)	39.8%	35.5%	54.4%

**Table A.3: High School Youth Risk Behavior Survey Results for Tennessee**

<b>Indicator</b>	<b>2003</b>	<b>2009</b>	<b>2011</b>	<b>2013</b>	<b>National</b>
Percentage of students who were in a physical fight one or more times at school during past 12 months	12.2%	32.3%	10.5%	25.7%	12.0%
Percentage of students who had been threatened or injured with a weapon such as a gun, knife, or club on school property during past 12 months	8.4%	7%	5.8%	9.3%	7.4%
Percentage of students who had ever been bullied on school property during past 12 months		17.3%	17.5%	21.1%	20.1%
Percentage of students who had ever been electronically bullied during the past 12 months			13.9%	15.5%	16.2%

<b>Indicator</b>	<b>2003</b>	<b>2009</b>	<b>2011</b>	<b>2013</b>	<b>National</b>
Percentage of students who felt so sad or hopeless almost every day for two weeks or more in a row that they stopped doing some usual activities during the past 12 months	28.3%	27.6%	25.9%	28.3%	28.5%
Percentage of student who seriously considered attempting suicide during the past 12 months	17.5%	13.6%	14.7%	15.2%	15.8%
Percentage of students who actually attempted suicide one or more times during the past 12 months	8.9%	7.1%	6.2%	9%	7.8%

The family risk factors identified include family history of antisocial behavior, family conflict, and parental attitudes favorable toward antisocial behavior and drugs as shown in Table A.4.

**Table A.4: Family Risk Factors in Participating Communities**

<b>Indicator</b>	<b>Anderson County (East)</b>	<b>Lawrence County (Middle)</b>	<b>Lauderdale County (West)</b>
Percentage of drug related arrests for adults (Tennessee Incident Based Reporting System, American Community Survey 2012)	0.84% (increase from 2008)	1.40% (increase from 2008)	0.46% (increase from 2008)
Percentage of adults with any mental illness in the past year (National Survey on Drug Use & Health 2010)	22.98%	22.39%	22.59%
Percentage of adults with serious mental illness in the past year (TDMHS 2013)	5.61%	5.18%	5.78%
Percent of adults with serious mental illness enrolled in the behavioral health safety net (Behavioral Safety Net Database, Tennessee Department of Mental Health and Substance Abuse Services 2013)	13.4% (increase from 2010)	15.8% (increase from 2010)	18.2% (increase from 2010)
Percentage of adults living in poverty (American Community Survey and U.S. Census Bureau Small Area Income and Poverty Estimates 2012)	18.5% (increase from 2008)	19.9% (increase from 2008)	28.7% (increase from 2008)

Community risk factors include low neighborhood attachment, laws and norms favorable toward drug use, and community and personal transitions and mobility as shown in Table A.5.

**Table A.5: Community Risk Factors in Participating Communities**

<b>Indicator</b>	<b>Anderson County (East)</b>	<b>Lawrence County (Middle)</b>	<b>Lauderdale County (West)</b>
Number of children under 18 referred to juvenile court (Tennessee Council of Juvenile and Family Court Judges 2012)	2,409	770	1,083

Every year about 8.9 percent of Tennessee youth under the age of 18 had at least one major depressive episode within the year. Among adolescents who reported experiencing episodes of depression, 63 percent failed to receive treatment (Tennessee Behavioral Health Barometer, 2013). Importantly, 70 percent of children who were successful in accessing treatment experienced improvements in mental health functioning as the result of treatment.

The data above on community, family, school, and individual risk factors further articulate the impact current service gaps have on the identified communities. Service gaps identified for all three include lack of school-based mental health services and awareness of mental health issues in the school and community; absence of a multi-tiered behavioral framework (PBIS) in schools; training for school personnel and other adults on mental health literacy; universal, selected, and indicated approaches to violence prevention; and, engaging parents and the community to increase awareness of mental health issues. The selected communities must address the identified risk factors through the promotion of specific protective factors for

positive youth development. The development and implementation of these protective factors directly correlate to the overall goals of Project AWARE Tennessee to make schools safer, improve school climate, increase awareness of mental health issues, and connect children and youth with behavioral health issues with needed services.

Project AWARE Tennessee is designed to provide the framework and resources for State government to reorganize and engage communities to effectively alter policies and institutional structures that are barriers to services and education. Under this plan the local educational agencies (LEAs) will serve as the platform for the State Management Team (SMT) to identify those policies and structures that require consideration in order to expand the project's initiatives statewide. Tennessee's strong commitment to interdepartmental collaboration, history of achieving successful community support, and responsive delivery systems are ideal for accomplishing the goals of Project AWARE Tennessee.

### **SECTION B: PROPOSED APPROACH**

The Tennessee Department of Education is requesting \$9.75 million in funding from the Substance Abuse and Mental Health Services Administration (SAMHSA) over the next five years to plan and implement Project AWARE Tennessee—a state capacity building initiative to improve mental health awareness and strengthen school responses to children's mental health needs. The project utilizes cross-system planning and state systems of support to expand and enhance a continuum of school-based training, early identification and referral, and mental health interventions in schools. Project services are delivered through an interconnected systems framework (ISF) that links school-based mental health with a Positive Behavioral Interventions and Supports (PBIS) framework. The project is planned in coordination with a request for funds from the U.S. Department of Education under its School Climate Transformation grant initiative.

**BI. Purpose, Goals, and Objectives.** The purpose of the proposed project is to build state capacity to support and promote school and community-based efforts that expand youth access to mental health resources and promote resilience and positive behavioral functioning among school-age youth in Tennessee. The project emphasizes strong integration between state and local planning and implementation to address gaps in infrastructure and to create new capacity supporting replication, expansion, and sustainability of promising approaches statewide. The project has three stated goals, which include: 1) building state and local infrastructure and integrated state systems of support to strengthen school and community capacity to improve mental health access and promote wellness and resilience, 2) promoting competency among child-serving adults to respond to youth mental health concerns, and 3) expanding the continuum of school and community-based behavioral health supports and interventions to more effectively address youth mental health needs and to keep youth in school and out of the juvenile justice system. The following table identifies each of the project goals and their related objectives.

#### **Project AWARE Tennessee Goals and Objectives**

<b>Goal 1: Build state and local infrastructure and integrated state systems of support to strengthen the capacity of schools and communities to improve mental health access and promote wellness and resilience for school-age youth.</b>	
1.1	Build a state management infrastructure to provide leadership and cross-system planning and integration of policies and resources through the establishment of the State Management Team (SMT) within 3 months of the grant award.
1.2	Identify needs and gaps in infrastructure and map state and local resources and priorities across state and local child-serving systems by updating the state and local needs assessment and environmental scan within 6 months of the grant award.

1.3	Develop a coordinated and integrated state plan within 10 months of the grant award that provides technical support to local districts to guide implementation of a multi-tiered, interconnected systems framework (ISF) linking school-based mental health services with Positive Behavioral Intervention and Supports (PBIS). The plan will provide resources, model policies, and guidelines to help districts implement key funded elements, and will direct state and local efforts to ensure sustainability, expansion, and replication of promising practices.
<b>Goal 2: Build state and local capacity to increase mental health literacy and competency of youth-serving adults to detect and appropriately respond to mental health needs among school-age youth.</b>	
2.1	Prepare a state-local MHFA/YMHFA training plan, obtain training resources and materials, and redesign web-based infrastructure (i.e., web-based resource development) to support training collaboration, outreach, resource dissemination, and event registration and management.
2.2	Build state and local training capacity by supporting mental health first aid instructor training and certification for 6 cross-system state agency representatives (i.e., education, behavioral health, emergency management, and juvenile justice) and 12 district and community personnel within 12 months of the grant award.
2.3	Increase competence to recognize signs of behavioral health disorders and appropriately connect youth to behavioral health resources by delivering mental health first aid training to a minimum of 375 youth-serving adults annually beginning in year two of the grant funded period.
2.4	Expand MHFA/YMHFA training opportunities to statewide audiences through shared funding agreements or fee-based training delivery and support outreach and logistical coordination to districts and communities statewide.
<b>Goal 3: Expand the district and community continuum of behavioral supports and mental health services using the interconnected services framework (ISF) to improve mental health access and promote wellness and resilience for school-age youth.</b>	
3.1	Form local implementation teams within each LEA to engage school and community stakeholders, youth, and parents in project leadership and planning, and to facilitate coordination across SAMHSA and ED funded grant initiatives.
3.2	Prepare local implementation plans within 12 months of the grant award that are modeled on the ISF interconnected systems framework and identify universal (Tier 1), targeted (Tier 2), and intensive (Tier 3) interventions addressing violence prevention, mental health promotion, and mental health interventions for youth with identified needs.
3.3	Promote understanding of mental health issues among school-age youth, parents, and the broader community by establishing Youth Councils responsible for planning and implementing community outreach and mental health awareness campaigns.
3.4	Reduce student exposure to school violence, including bullying, harassment, or threats to physical safety by implementing universal, evidence-based violence prevention programs within year two of the grant-funded period.
3.5	Implement model early identification and referral processes, and formal assessment protocols within year two of the grant-funded period to identify and connect youth with school-based mental health providers, to assess youth needs, and to refer youth to the most appropriate school or community program settings based on assessed needs and eligibility for funding.
3.6	Expand school-based targeted and intensive mental health interventions by funding a minimum of 4 FTE school-based mental health clinicians within each funded LEA to expand targeted and intensive school based intervention services and to link youth to community-based providers.
3.7	Reduce the number of youth removed from school for discipline-related issues and reduce discipline disparities by implementing model board policies, decision-systems, and memorandum of agreement with local law enforcement within year two of the grant-funded period.

**B2. Project Activities.** The proposed project activities, described in detail below, are closely aligned with the stated goals and objectives of the grant effort and are designed to produce measureable changes in key indicators of performance over the life of the grant.

*Establish the SMT (Goal 1, Objective 1.1).* The first major project activity will be to recruit and convene a State Management Team (SMT) to provide the cross-system leadership, planning, and management infrastructure needed to advance the achievement of project goals. The SMT

will be co-led by the Project AWARE and SCT Grant Directors as part of a coordinated strategy between the TDOE Divisions of Safe and Supportive Schools and Special Populations. TDOE will formalize this agreement within 60 days of the grant award through an inter-departmental MOU. As the lead agency for both initiatives, TDOE will provide leadership and oversight of SMT activities and will carry out all administrative functions. SMT core membership will include top agency leaders from education, behavioral health, child welfare and juvenile justice, and emergency management, and LEA Superintendents and Coordinators from the three selected districts (see discussion of *Collaborating Partners* for a more detailed listing of member organizations). This inclusion of high-level representatives will ensure that members have the authority to implement key policy decisions and will be positioned to coordinate SMT efforts with other state initiatives and governing groups, including the *Governor's Children's Cabinet*, *Council on Children's Mental Health*, and the *Young Child Wellness Council (YCWC)*. The SMT will also engage youth, parents, and consumers as SMT members recruited through a variety of channels (see discussion of *Youth and Family Engagement*). The SMT will convene monthly, both in-person and through use of web-enabled technology, within the first year of the grant and will continue to meet on a quarterly basis for the remainder of the grant funded period. Formal MOUs will be developed to detail partner roles and responsibilities related to SMT.

*Update the Needs Assessment and Environmental Scan (Goal 1, Objective 1.2).* The first major task of the SMT will be to revisit the preliminary needs assessment and environmental scan to more comprehensively profile state and local needs and resource environments and to incorporate perspectives on needs and priorities from the full SMT membership. The initial needs assessment and environmental scan process used in preparing the application involved several steps including: inventorying current and past initiatives that have been implemented across child serving systems; compiling national, state, and local survey data and archival records to assess indicators of school and community strengths and needs related to project goals; and surveying LEA leadership to identify existing infrastructure and resources, and to gauge perceptions about mental health system gaps and challenges addressing youth behavioral health issues. Once the SMT has been established, the Project AWARE Director will appoint members to a formal needs assessment workgroup to work in consultation with the project evaluator to map resources and further assess need indicators. The evaluation team will be responsible for producing a comprehensive needs and resources summary that will guide planning and project implementation and be integrated into the state plan.

*Develop a Coordinated and Integrated Plan (Goal 1, Objective 1.3).* The SMT will be responsible for developing a needs-driven project plan to coordinate and integrate multiple service systems to address Components 1 and 2 and to meet the goals and objectives of the planned project. The coordination and integration plan will serve as the five-year roadmap directing local planning and service delivery within LEAs. The state plan will introduce the interconnected systems framework (ISF) as a model for designing service systems at the district level. The framework, which provides a structure for delivering school-based mental health, strengthens and enhances the multi-tiered PBIS approach by expanding Tier II and Tier III level interventions that are often poorly implemented due to insufficient resources. The ISF framework and mental health interventions offer the potential to address this critical gap in infrastructure, particularly if school based mental health resources can be sustained through partnerships with the community and leveraged funding. The state plan will also provide specific guidance for districts to support project implementation in a number of key areas including: (a) guidance on how LEAs can effectively partner with community behavioral health providers to

create a seamless multi-tiered system of services, including referrals to community based care, (b) model early identification and referral process to link youth to mental health resources in their schools and communities, (c) mechanisms for financing mental health care provision, for example, opportunities for leveraging EPSDT funding for Medicaid eligible children, (d) model policies addressing exclusionary discipline and approaches to collaborating with law enforcement and the juvenile court system, (e) data system enhancements and data sharing agreements to improve data quality and use, and (f) model youth and family engagement strategies. The comprehensive plan will also specifically identify mechanisms to formalize lines of communication and accountability at the state and local levels and to link existing cross-system activities to enhance the state prevention infrastructure. TDOE will organize the SMT into functional workgroups to carry-out proposed tasks. TDOE has assembled a strong member composition in the SMT that includes the requisite expertise to develop concrete guidance and systems of support in each of these key areas. While all the pieces of this proposed structure currently exist, established mechanisms for communication and coordination of efforts still remain a challenge. Moreover, TDOE does not currently have strong systems that allow for concurrent planning and implementation of policy change efforts at both the state and local levels. Additionally, a strong priority for TDOE and its partners will be to generate new knowledge from the Project AWARE experience and to use lessons learned to support replication and expansion of promising models, strategies, and practices statewide. From the inception of the grant period, TDOE will integrate sustainability planning into the overall project plan to ensure the continuity and long term success of its efforts.

*Developing a mental health first aid training plan (Goal 2, Objective 2.1).* The SMT will also play a critical role in supporting the planning, delivery, and expansion of mental health first aid training to LEAs and communities and to general audiences statewide. The SMT will work in consultation with its district members to formalize the YMHFA training plan and to build state infrastructure that can support local training opportunities and bring training to scale throughout Tennessee. The state training plan will identify specific state roles, tasks, timelines, available resources, and performance benchmarks to guide initial grant-funded training implementation. The plan will outline parameters for local training program development and will include guidance materials to help LEAs craft local training programs that are responsive to school and community needs, resources, and preferences (e.g., prioritizing training audiences, scheduling training activities, producing community referral and resource information). The plan will also outline specific strategies and collaborative mechanisms that can support the ultimate expansion of training opportunities to other schools and communities throughout the state. The state training plan will be developed by the MHFA Coordinator in consultation with the SMT within the first three months of the grant award and will be reviewed by the SMT on an annual basis. An important component of the state training plan is a proposed enhancement to the TNPrevent.org website to provide a support infrastructure that will facilitate training outreach, access, and logistical coordination statewide. TNPrevent.org is an inter-agency, web-based resource that was co-developed by EMT Associates, Inc. with funding from TDMHSAS, Tennessee's State Prevention Enhancement (SPE) Capacity Building Coalition, and other state agency support. TNPrevent.org is the primary source of publicly-accessible, prevention-related resources and provider information for the State of Tennessee. EMT, as our proposed evaluation subcontractor, will complete a redesign of TNPrevent.org site to integrate an online registration tool and event calendar. The site will enable first aid trainees to select from and register for training events online, access training related resources and materials, and receive electronic

notifications and reminders for training events. The enhanced system will provide added-value for performance measurement as a mechanism for tracking training registration and completion, and for soliciting evaluation feedback from participants on their training experience and how they applied training concepts in practice.

*Train and certify state and local mental health first aid instructors (Goal 2, Objective 2.2).*

The second major project activity under goal three is to train a minimum of 18 YMHFA instructors in the base year, including 6 state-level instructors and 12 LEA instructors. At the state level, the SMT will establish a state cadre of certified mental health first aid trainers selected across key youth-serving agencies to encourage state-level integration, ownership, and sustainability of the MHFA program. These individuals, listed below by name, title, department, and agency, will include the MHFA Program Coordinator (1.0 FTE) and top state leadership from education, behavioral health and suicide prevention, emergency management, and juvenile justice. The proposed state trainers were selected based on a number of criteria, including a) training and group facilitation skills, b) experience working with diverse youth populations, including hard-to-reach youth or those at risk for health disparities c) knowledge of state and community mental health resources, and commitment to the recovery paradigm, d) knowledge of mental health and substance use disorders, and e) scheduling availability to maintain certification and meet state training objectives for the duration of the grant period. Each of our collaborating agencies has provided a letter of support expressing their long-term commitment to the project and the willingness of their prospective trainers to serve in the instructor role. We have elected to leverage Project AWARE Tennessee resources to train all state instructors in both the YMHFA and MHFA training curricula to realize cost-savings associated with combined training. This will allow us to expand the reach of instruction to both youth and adult serving audiences for our statewide training expansion. For example, TDOE has already received a commitment from TEMA to train EMA Directors in all 95 counties of the state. All state level trainers will complete the 7.5-day MHFA/YMHFA instructor training in the fall of 2014 within 60 days of the grant award in compliance with grant expectations.

**Table B.1: State Youth Mental First Aid Training Instructors**

Name	Title/Department	Agency
TBD	MHFA Program Coordinator	Tennessee Department of Education
Alison Gauld	Behavior Specialists, Special Populations	Tennessee Department of Education
Kristy Leach, MA	Director of Children & Youth Programs	TN Department of Mental Health and Substance Abuse Services
Scott Ridgeway	Director	TN Suicide Prevention Network
TBD	Program Coordinator	TN Department of Children's Services, Juvenile Justice
Alan Ledford	EMA State Trainer	TN Emergency Management Agency

At the local level, each LEA will identify a district and community cadre of at least four training instructors that includes: 1) the Project AWARE Program Manager, 2) at least one district staff member appointed either from special education, or otherwise affiliated with the SCT Grant, if awarded, 3) at least one staff member appointed from a partnering community behavioral health organization, and 4) one other district or community agency representative selected based on local preference (e.g., DCS, juvenile justice). It was determined that the youth curriculum was most appropriate for training LEA instructors due to the developmental needs of our school-age youth and age distribution of the enrolled population. Because each of the selected districts serves a largely rural population, LEAs may consider registering for YMHFA training oriented toward rural communities. Instructors will be required to complete the five-day

YMHFA training program within the first 4 months of the grant award. Schools will be granted discretion to incentivize participation through local contracts for up to \$30 per participant.

*Train school and community mental health first aiders (Goal 2, Objective 2.3).* The third project activity under goal three involves training a minimum of 125 school and community first aiders within each LEA in the base year and in each subsequent year of the grant. Within six months of the award, each local implementation team will produce a five-year YMHFA training plan for review and approval by the SMT. The plans will follow a phased approach to training (i.e., a new cohort of first aid trainers will be trained each year) to maximize program reach and to accommodate participants from diverse community sectors. The LEA planning team will establish local priorities for participation of potential audiences to include: a) secondary school administrators, teachers, school counselors, and athletic coaches, b) non-instructional staff (e.g., bus drivers, cafeteria workers), c) SROs, d) after school program staff, e) first responders, f) faith-based providers (e.g., youth pastors), g) probation officers, h) Department of Children's Services workers, i) parents and caregivers, and j) others. Training plans should include full-day (e.g., 1 8-hour session) and split-day (e.g., 2 4-hour sessions) YMHFA training options offered on multiple dates and times to up to 20 participants per session at school and community locations. Special accommodations will be made to encourage participation of first priority trainees. Training for school staff will be integrated into professional development requirements and districts will be required to sign MOUs agreeing to make training mandatory for all identified personnel. The proposed budget includes funds to hire substitute teachers to facilitate teacher participation. Fire and law enforcement agencies within the three targeted communities have already been in communication with local districts to discuss partnership opportunities to support mental health first aid training. First responders will be offered continuing education units to encourage their involvement. Local training plans will also define outreach strategies to support community engagement and participation, and will include steps to assess feasibility of implementing fee-based or in-kind delivery of first aid training to the community (i.e., covering costs of materials) to accommodate any excess demand. The planning team will also be responsible for developing local resource materials to support training objectives (e.g., resource and referral information) using sample templates provided by the SMT. Training registration will be managed through the TNPrevent.org online system to facilitate planning and coordination.

*Implement mental health first aid training for statewide audiences (Goal 2, Objective 2.4).* The final objective under goal three involves the statewide expansion of the YMHFA/MHFA training program to other interested schools and communities throughout the state. The SMT will explore opportunities for cross-system outreach and engagement, collaboration, and joint financing to bring MHFA training to scale. The plan will outline specific tasks, timelines, and performance benchmarks to guide expansion implementation. TDOE has already achieved a commitment from TEMA to train emergency services personnel across all 95 county jurisdictions. The online registration and attendee tracking tool embedded in the redesigned web resource, TNPrevent.org, will be used to facilitate event planning and training registration.

*Establish LEA local implementation teams (Goal 3, Objective 3.1).* The first major project activity at the LEA level, which corresponds to the first objective under goal three, is to establish partnerships within each LEA to direct local grant implementation. The three local education agencies will each recruit and hire a full-time LEA Project Coordinator within the first two months of the grant who will serve as the district liaison to the SMT and will be responsible for coordinating state and local planning activities, and overseeing local plan implementation. Qualifications for the position will include experience managing projects between local service

systems, and extensive expertise in the field of education, mental health, substance abuse, or juvenile justice. The LEA Project Coordinator will be supervised by the LEA Director of Schools and Assistant Director of Schools for Support Services. The Project Coordinators will work under the direction of the SMT to establish local partnerships that build upon the existing Coordinated School Health (CSH) and Family Resource Center (FRC) infrastructure within each district. The expanded teams will bring together key stakeholders from *education*, including instructional services, special education, and school administration and faculty, *community behavioral health organizations* and *other child-serving entities*, including law enforcement, juvenile justice, and faith-based organizations, and *parent, youth, and consumer representatives*. The local implementation teams will be configured to represent the communities they serve with respect to demographic characteristics and special populations at risk for health disparities.

*Prepare local implementation plans (Goal 3, Objective 3.2).* Under the guidance of the SMT and LEA Coordinator, the first major project activity for the implementation teams will be to prepare a local five-year action plan for implementing district components of the state coordinated and integrated plan. Local plans will be reviewed and approved by the SMT within the base year. The local plans will be modeled on the ISF framework and will map all planned and existing school interventions and resources to the framework to ensure that they are aligned in a way that promotes efficiency and effectiveness. The plan will identify roles, responsibilities, tasks, timelines and performance benchmarks to guide direct service implementation. The base year of the grant period will be dedicated to the plan development process, with program implementation initiated in year two. Progress toward implementing plan components will be reviewed on a quarterly basis as part of the performance assessment and quality assurance process.

*Implement Evidence-Based Violence Prevention Programs (Goal 3, Objective 3.4).* Project AWARE will support an expansion of Tier 1 universal prevention programs through a contract agreement requiring that districts implement universal, evidence-based violence prevention strategies with fidelity in all elementary and secondary school settings. This requirement addresses an important service gap, as none of the selected districts are currently implementing universal prevention strategies or evidence-based practices. The SMT will work in consultation with local implementation teams to review and select EBPs listed on evidence-based program registries, including, SAMHSA's National Registry of Evidence-based Programs and Practices (NREPP). Selection will be guided by specific criteria, such as age and cultural appropriateness, cost to implement, proven effectiveness, and alignment with identified school needs. EBPs will be selected in the base year, and schools will be required to initiate staff training in year two, with program delivery initiating in year three. Oversight of school-level EBP implementation efforts will be a collaborative process between the SMT and PBIS teams in each district. Program fidelity will be supported by the evaluation contractor, the LEA Project Coordinators, and the state Project AWARE Director.

*Design outreach and awareness raising campaigns to educate parents and youth about mental health issues (Goal 3, Objective 3.3).* LEAs will also establish *Youth Councils* within each district to engage youth leaders in the design, development, and dissemination of mental health outreach and informational campaigns targeting school-age audiences. The purpose of these universal mental health promotion campaigns will be used to raise awareness of mental health issues and to encourage youth to seek help for mental health problems. The materials developed in support of outreach campaigns will be design to compliment resources and materials disseminate through YMHFA training programs.

**B3. Project AWARE Tennessee State and Local Implementation Timeline**

<b>Goal 1: Build state systems of support to strengthen the capacity of schools and communities to improve mental health access and promote wellness and resilience for school-age youth.</b>	<b>Staff</b>	<b>Year 1</b>				<b>Yr</b>	<b>Yr</b>	<b>Yr</b>	<b>Yr</b>
		<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1.1.1 Contract with Local Education Agency (LEA) and establish memoranda of agreements (MOU) among state and local partners.	TDOE	█							
1.1.2 Establish a formal MOU between TN Department of Education, Special Populations and the TN Department of Education, Safe and Supportive Schools to coordinate grant implementation.	TDOE	█							
1.1.3 Recruit and hire Project AWARE LEA Coordinators within each of the three districts.	LEA	█							
1.1.4 Recruit and convene the NITT-AWARE State Management Team (SMT) to provide cross-agency leadership, planning, and policy and resource development.	TDOE		█	█	█	█	█	█	█
1.2.1 Update the state and local needs assessment and environmental scan to identify services gaps, inventory existing service and resources, and prioritize school and community needs.	SMT	█	█						
1.3.1 Formulate the state plan and model ICF framework to guide local delivery of mental health promotion, prevention, and targeted and intensive mental health interventions through the PBIS framework.	SMT			█	█				
1.4.1 Establish a model early identification and referral process and outcome measurement system to improve identification and ongoing assessment of youth with mental health needs.	SMT	█	█	█	█				
1.4.2 Develop guidance for LEAs to identify and select effective evidence-based mental health promotion and violence prevention practices that are responsive to local needs and resource environments.	SMT	█	█	█	█				
1.4.3 Identify mechanism for leveraging state and local funding to support and sustain the provision of youth mental health services.	SMT	█	█	█	█				
1.4.4 Establish model school discipline policies, decision-systems, and memoranda of agreement between schools, law enforcement and the juvenile court system.	SMT	█	█	█	█				
1.5.1 Develop a replication and sustainability plan to institutionalize policy and resource integration, sustain and expand training and mental health service provision, and replicate effective models and practices.	SMT	█	█	█	█	█	█	█	█
<b>Goal 2: Build state and local capacity to increase mental health literacy and competency of youth-serving adults to detect and appropriately respond to mental health needs among school-age youth.</b>	<b>Staff</b>	<b>Year 1</b>				<b>Yr</b>	<b>Yr</b>	<b>Yr</b>	<b>Yr</b>
		<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
2.1.1 Select and train the YMHFA/MHFA Program Coordinator as a certified instructor.	TDOE	█							
2.1.2 Prepare MHFA/YMHFA training plan to support LEA training implementation and to direct the expansion of YMHFA/MHFA training opportunities to school and community audiences statewide.	SMT	█	█						
2.1.3 Redesign TNPrevent.org web-based infrastructure and continuously supporting online registration and resource dissemination.	EMT	█	█	█	█	█	█	█	█
2.1.4 Purchase training manuals and work in consultation with LEA Coordinators to develop and continuously update community mental health referral and resource information.	TDOE	█	█	█	█	█	█	█	█

<b>Goal 2: Build state and local capacity to increase mental health literacy and competency of youth-serving adults to detect and appropriately respond to mental health needs among school-age youth.</b>	<b>Staff</b>	<b>Year 1</b>				<b>Yr</b>	<b>Yr</b>	<b>Yr</b>	<b>Yr</b>
		<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
2.2.1 Train and certify 6 state and 12 district and community stakeholders as YMHFA instructors.	TDOE								
2.3.1 Implement MHFA training for of 375 adults in LEAs and communities annual and engage in training ongoing recruitment efforts.	TDOE/ LEAs								
2.4.1 Implement MHFA/YMHFA training opportunities for statewide audiences through shared funding or fee-based training agreements, and support outreach and logistical coordination.	TDOE								
<b>Goal 3: Expand the district and community continuum of behavioral supports and mental health services using the interconnected services framework (ICF).</b>	<b>Staff</b>	<b>Year 1</b>				<b>Yr</b>	<b>Yr</b>	<b>Yr</b>	<b>Yr</b>
		<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
3.1.1 Establish local planning and implementation teams within each LEA co-led by the LEA NITT-AWARE and SCTG Coordinators engaging school, community, parent, and youth stakeholders.	LEA								
3.1.2 Hire 4 FTE LEA school-based mental health clinicians (12 FTE total) to implement school-based targeted and intensive interventions with referrals to community-based behavioral health professionals.	LEA								
3.2.1 Develop LEA implementation plans that establish the ICF framework, specify prevention and intervention strategies, and outline roles, responsibilities, timelines, and performance benchmarks.	LIT								
3.3.1 Establish Youth Councils to engage youth in planning and implementing mental health outreach strategies to raise awareness of mental health issues at the school building level.	LIT								
3.3.2 Implement parent, family, and community outreach and engagement strategies to educate the school community about mental health issues and support MHFA training recruitment.	LIT								
3.4.1 Implement universal, evidence-based violence prevention programs to reduce student exposure to bullying, harassment, and threats to physical safety.	LIT								
3.5.1 Implement model school-based early identification and referral systems to connect youth experiencing behavioral health issues with appropriate school and community-based services.	LIT								
3.5.1 Establish EPSDT school-based mental health services for eligible youth served in school and community-based settings.	LIT								
3.6.1 Implement model school discipline policies and procedures to reduce disparities, loss of instructional time, and referrals to the juvenile justice system.	LIT								

*Implement early identification and referral systems and school and community-based targeted and intensive mental health interventions (Goal 3, Objectives 3.5 and 3.6).* An important focus of effort under the Project AWARE program is to expand the continuum of mental health services and resources available to youth and to create formal systems for identifying youth with mental health needs. TDOE will contract with each of the selected districts within the first month of the grant to provide funding to support local implementation of the coordinated and integrated plan, which includes funding for mental health intervention services delivered by mental health clinicians and case managers. The subcontract funds will be used to place a minimum of 4 full time providers in schools to increase awareness of mental health issues, and connect children and youth with behavioral health issues with needed service in the school district. Mental health clinicians will be employed by the districts and supervised by the district and its community behavioral health partners. Behavioral health partners at the state and local levels will supporting the creation of early identification, referral, and assessment processes and will help develop standards of care for the delivery of school-based intervention services.

*Implement model school discipline policies and procedures (Goal 3, Objective 3.7).* An additional term of the contract agreement with TDOE will require districts to review local school discipline policies, and use data compiled under the TDOE Safe and Supportive Schools (S3) initiative to establish baseline information on the percentage of middle school and high school age youth who are removed from school each year (i.e., suspended or expelled) for behavioral issues and the resulting loss of instructional time. The analysis will also focus on identifying disparities in use of school discipline across gender and race/ethnic groups and for youth with special needs. Local implementation teams will work in consultation with the SMT to revise school policies and to implement new decision-systems and cooperative agreements with local law enforcement and juvenile courts based on promising practices in the field, such as the Broward County School System model. The model provides guidelines for implementing school discipline decisions that aim to keep youth in school, limit the number of unnecessary referrals to law enforcement, and connect youth with school-based behavioral and mental health interventions as alternatives to suspension and expulsion.

This constellation of proposed project activities addresses important needs and gaps in our children's mental health service systems, most notably, needs for professional development to increase mental health literacy, universal mental health promotion and violence prevention strategies that are evidence-based and implemented across school settings, stronger systems for identifying youth with mental health issues, and an enhanced services infrastructure to address youth intervention needs.

**B3. Collaborating Partners.** Project AWARE Tennessee is built on a foundation of state and local partnership. The guiding assumption is that improved coordination of resources, policies, and activities across state-systems and between states and local school communities can maximize opportunities to more effectively respond to youth mental health needs. Project AWARE relies on cross-agency and inter-governmental system collaboration and local partnership involving the following core stakeholders:

TDOE will serve as the lead agency on the project responsible for providing project leadership, vision, staffing, and resources to guide state and local planning and implementation. TDOE will also be accountable to SAMHSA for Federal grant compliance and overall project performance. SMT membership from within TDOE will include representatives from Special

Populations, Safe & Supportive Schools, Coordinated School Health, and Family Resource Centers.

*TDMHSAS, DCS, TEMA, TN Suicide Risk Prevention.* The SMT also brings together state leaders from the Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS), the Department of Children's Services, the state's child welfare and juvenile justice authority, the TN Suicide Prevention Network, and the Tennessee Emergency Management Agency. These are all core and committed partners who will be responsible for providing project leadership and direction and who have demonstrated their commitment by agreeing to serve on the SMT. Letters of Commitment from all required partners are included in Attachment 1. These state partners will fully engage personnel and data resources in conducting the needs assessment and environmental scan, developing the coordinated and integrated plan, and providing local policy and program guidance. They will also directly support implementation of mental health first aid training activities by appointing staff to serve as training instructors.

*TennCare, TN Department of Health, and State Mental Health Associations* TDOE has also recruited representatives from TennCare, the State Medicaid authority, the Tennessee Association of Mental Health Organizations, the TN Primary Care Association, the TN Department of Health's, Office of Faith-Based Initiatives, and Division of Minority Health and Disparity Elimination, and the Tennessee Council on Children and Youth to serve as contributing partners who will also advise on more specialized aspects of the plan, related to standards of care and mental health care financing, cultural competence, and engaging hard-to-reach populations.

*Anderson County, Lawrence County, and Lauderdale County School Districts.* The SMT membership will include LEA Project Coordinators from the three selected districts to support state and local policy and planning integration. Coordinators will also co-direct local grant implementation and will serve as facilitators with their local implementation teams.

*Parents and youth.* Parent and youth representatives will be recruited through the National Association of Mental Illness, the Parent Teacher Association, the Safe & Supportive Schools Parent Advisory Board, and parents and youth will be recruited from the communities served by participating LEAs.

*Ridgeview, Centerstone, and Professional Care Services of West Tennessee.* These three private, not for profit community mental health centers have each agreed to partner with TDOE and their local LEAs to implement Project AWARE Tennessee and to support school coordination of mental health services and resources.

*Other collaborating partners.* In addition to the LEA staff and community behavioral health organizations, local teams will be comprised of diverse stakeholders including youth, parents, communities and business leaders, local law enforcement and juvenile court representatives, and other public and private entities.

**B4. LEA Readiness.** The Anderson County, Lauderdale County, and Lawrence County school systems have each communicated strong support for the projects' purpose, goals, and strategic priorities, are committed to the program design, and have provided written assurances that the implementation framework and direct service strategies will be implemented with fidelity. These districts realize the effects of mental health issues on children and families, and have observed the impacts on learning and development that result from unmet treatment needs (e.g., high numbers of children referred to the juvenile court system). As evidence of their readiness to engage in grant funded activities, the three selected districts have documented

indicators of risk and need with their schools and communities, and have articulated significant needs, gaps, or perceived challenges to mental health access, which include, but are not limited to: parents' lack of knowledge and awareness of mental health issues among children, insufficient training for school staff on how to work with youth experiencing mental health challenges, lack of coordination between schools and community behavioral health providers, and inconsistent and fragmented care. These three largely rural, high economic-need districts face significant resource constraints and do not currently support PBIS or school-based mental health services; however, each district welcomes the opportunity to bring new resources to bear to strengthen youth mental health systems, and has demonstrated their willingness to work collaboratively with the state and the various sectors of their communities to advance project goals. The districts each support community engagement as a strategic priority, have cultivated strong, working relationships with the behavioral health providers in their areas, and were selected based on their strong history of partnership within their local communities and their *commitment to school climate and children's positive behavioral development*.

**B5. Youth and Family Involvement and Cultural Competence.** Youth, family, and consumer involvement is a strong element of our program design, which defines an integral role for youth and families in assessing, planning, and implementing grant activities through membership on state and local management teams, and through ongoing participation in local implementation activities. Youth, parents, and consumers will be recruited to serve on the SMT through existing state-level parent and consumer advocacy organizations and through districts as representatives of the three selected communities. Within LEAs, *engagement strategies* to encourage youth and family participation as project leaders, and *outreach strategies* to inform and educate families about mental health issues, will build upon an existing district Family Resource Center (FRC) infrastructure. The FRCs, which are present in each of the three districts, work proactively to establish collaborative partnerships with parents, communities and business leaders, state and local service agencies, and other public and private organizations. This FRC infrastructure was established through legislation, is institutionalized within the state education agency, and will facilitate strong state and local integration of youth and family engagement strategies.

The Project AWARE model will further support youth and family engagement through its emphasis on cultural competence and responsiveness to the values, preferences, and belief systems of the diverse youth and families served. TDOE and its partners bring a strong understanding of Tennessee's rich diversity and the deeply rooted impact of culture on our communities. Our proposed project design places highest priority on achieving cultural competence, adopting strength-based approaches to intervention, and eliminating cultural and race/ethnic disparities. These disparities are particularly evident in the disproportionate numbers of minority youth in custody, alternative schools, and juvenile justice centers in Tennessee, an issue which will be addressed as one of several project objectives. The project model emphasizes cultural competence through a number of planned strategies, which will be revisited by the SMT leadership throughout the planning process. For both the SMT and local implementation teams, targeted recruitment efforts will be used to ensure representation of a diversity of perspectives, including special populations of focus (e.g., race and ethnic groups, sexual minority youth, children of military veterans, special education, etc.). The SMT composition will include representation from the Tennessee Department of Health's, Office of Faith-Based Initiatives and Division of Minority Health and Disparity Elimination to provide guidance on issues of inclusiveness and disparity reduction. The SMT and state coordination and integration plan will

provide specific guidance to local districts on how to assure compliance with the National CLAS Standards in the delivery of school based interventions, and national CLAS Standards will be monitored through evaluation and performance measurement strategies at the state and local levels. Cultural responsiveness will also be a key criterion in the selection of evidence-based programming within districts. All products and materials developed through the grant will be culturally sensitive and linguistically appropriate, in accordance with Title VI, and will be approved by the Title VI Coordinator within TDMHSAS as part of our partnership agreement.

**B5. Coordination with SEA School Climate Transformation Grant.** Project AWARE planning and implementation will be closely coordinated with the SEA School Climate Transformation Grant as part of a joint effort to maximize the impact of Federal resources and to further strengthen school-based integration of student supports. The Project AWARE Tennessee and SCTG projects will be managed by two closely coordinated departments within TDOE. Within the first 60 days of the grant award, the Department heads will establish a formal agreement to co-implement the funded grants and to further develop coordinated strategies, including efforts to clearly align program goals, objectives, and implementation activities. The two projects will be linked through a common management infrastructure. Specifically, TDOE staff from Project AWARE and SCTG will serve as co-directors of the SMT at the state level, and LEA Coordinators will co-direct local implementation teams within selected districts. Local LEA SCTG Coordinators in each district will also be trained as YMHFA instructors. By design, the two projects also share a common implementation framework, the ISF, which connects a multi-tiered PBIS approach, funded through the SCTG, with the provision of school-based mental health services, funded through Project AWARE.

**B6. Enhancement of Effort** Project AWARE Tennessee is directed at more effectively meeting the mental health needs of children and youth by addressing gaps in infrastructure, promoting the adoption of model, and evidence-based, policies and practices, and funding direct services that are not currently supported in the three districts selected for participation. These districts have no history implementing PBIS and do not currently provide mental health promotion or universal violence prevention programming, and do not offer school-based mental health services. For this reason, the districts serve as an ideal testing ground for introducing the ISF framework with coordinated funding to support all tiers of intervention without concern for duplication of effort. Although the environmental scan uncovered some overlap between YMHFA and school-based Mental Health 101 trainings offered through the Mental Health Associations, the associations are committed partners to the Project AWARE effort, which will enable efficient coordination of these complimentary resources.

## **SECTION C: STAFF, MANAGEMENT, AND RELEVANT EXPERIENCE**

**C.1: Capability and experience of the applicant organization and other partners** The Tennessee Department of Education (TDOE) provides support to 141 local education agencies. One of two initial recipients of federal *First to the Top* funds, Tennessee had the largest academic growth on the 2013 National Assessment of Educational Progress (NAEP) of any state, making Tennessee the fastest improving state in the nation. Tennessee's *First to the Top* plan includes projects and initiatives that target multiple areas of school reform but share a single goal: improving student performance. TDOE is also one of eleven recipients of the U.S. Department of Education's Safe and Supportive Schools (S3) grant to insure safe and supportive learning environments, thereby increasing academic success for all students. Tennessee is the only state in the nation with a Coordinated School Health (CSH) program in every LEA. Both the S3 grant and Coordinated School Health program directly align with the goals of Project

AWARE Tennessee to make schools safer and improve school climate. TDOE also commits to providing representation and support from Special Populations and Behavioral Specialists on the multi-tiered behavioral framework of PBIS, RTI and RTI<sup>2</sup>, Family Engagement through Family Resource Centers, and the Office of Policy and Legislation. Further evidence of a solid foundation for collaboration and support, TDOE currently provides leadership, or is actively involved in, a number of successful child-focused collaborations including the Governor's Children's Cabinet and the Council on Children's Mental Health. If Tennessee is awarded funding under this proposal, TDOE will be the lead partner on the State Management Team (SMT) and will fully engage all available personnel and data resources in the development and implementation of the project described in this proposal.

TDOE is actively engaged and works very closely with all three selected LEAs, Anderson County, Lawrence County, and Lauderdale County. All three districts participate in Coordinated School Health, Family Resource Center, and SAVE Act initiatives employing a full time person in each area. Both Anderson and Lawrence County are pilot districts in the S3 initiative and participate in the annual school climate survey that measures students' perceptions of the safety, engagement, and environment of their school to provide a measurement of conditions for learning. If the proposed project is funded, Lauderdale County will be asked to participate in the S3 school climate survey as an integral part of the evaluation of the success of the project. TDOE recently held their annual Conditions for Learning Forum where all three districts were active participants. Each district developed an action plan for improving conditions for learning in their districts with technical assistance for implementation provided by TDOE.

TDOE is an active partner with many state agencies and organizations that will bring the indicated resources to bear at the community level in each of the selected LEAs. These include: 1) Department of Safety and Homeland Security regional coordinators to provide technical assistance on development of district wide school safety plans; 2) Tennessee Department of Health and county health departments for health screenings and prevention education; 3) Tennessee Emergency Management Agency to provide MHFA training to county first responders; 4) Tennessee Suicide Prevention Network to provide Teen Screen and mental health awareness; 5) Governor's Initiative on a Healthier Tennessee to provide mental health awareness; and, 6) STARS, Nashville to provide youth violence prevention training on Olweus Bullying Prevention and SAFE Dates, dating violence prevention.

The ***Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS)*** is the Single State Authority for mental health and alcohol and drug abuse services. Its mission is to plan for and promote the availability of a comprehensive array of quality prevention, early intervention, treatment, habilitation, and rehabilitation services and supports based on the needs and choices of individuals and families served. TDMHSAS is responsible for implementation, setting policy and quality standards, system monitoring and evaluation, disseminating public information and advocating for persons of all ages who have mental illness, serious emotional disturbance or developmental disability. TDMHSAS has many years of experience implementing school-based mental health prevention and early intervention services, including *Project B.A.S.I.C.* and *School Based Liaisons* both of which work to enhance the learning environment for children at risk of developing an emotional or behavioral problem or with serious emotional disturbance. TDMHSAS' *Juvenile Court Screening and Referral Project*, in partnership with the Administrative Office of the Courts, Vanderbilt University Center of Excellence, Department of Children's Services, Tennessee Voices for Children and Tennessee Commission on Children and

Youth, provides juvenile courts with a CANS based instrument to assist the Court in addressing the mental health needs of youth who come in contact with the juvenile justice system.

TDMHSAS has significant experience partnering with well qualified community based mental health centers that provide behavioral health services for their communities and establishing collaborative relationships with local education agencies and juvenile courts. TDMHSAS partners with the following mental health centers in the selected communities: 1) *Ridgeview-Anderson County LEA partner*, 2) *Centerstone-Lawrence County LEA partner*, 3)

*Professional Care Services of West Tennessee-Lauderdale County LEA partner*. Each of the mental health centers provides services to the community and have expressed the desire to expand those services to the LEA partner as evidenced by letters of commitment.

The ***Tennessee Department of Children’s Services (TDCS)*** exists so that Tennessee’s children thrive in safe, healthy and stable families and those families will thrive in healthy, safe and strong communities. Their mission is to foster partnerships to protect children, develop youth, strengthen families, and build safe communities. The Division of Juvenile Justice serves youth who have been committed to DCS by the juvenile courts for delinquent offenses. The department offers a range of services to juvenile justice youth from probation and supervision to secure residential placements. The department offers a range of services to juvenile justice youth from probation and supervision to secure residential placements. The Tennessee Youth Development Center established *The Shield of Care-suicide prevention model through* qualitative analysis and focus groups. The juvenile justice staff takes on a role of “protecting” youth from suicide and plays an active role in intervening to protect youth by building resiliency.

The ***Juvenile Court Screening and Referral Project*** is a partnership with DMHSAS and DCS, and includes screening for mental health, substance abuse and family service needs of youth referred to juvenile courts as unruly or delinquent, provide family-peer support services to the families of these youth, and increase the use of evidence-based therapeutic practices for the juvenile justice population. *In-Home Tennessee* supports and enhances the DCS mission of fostering partnerships to protect children, develop youth, strengthen families, and build safe communities and is aimed at engaging and including communities in strengthening the practice of child welfare, as well as the quality and delivery of in-home services offered to Tennessee’s children and their families.

**C.2: Description of state and community staff positions and other key personnel.** The following Chart identifies project staff, percent of time, qualifications, and experience:

**Table C1: Staffing Pattern Chart**

Staff Position	Name	Degree Required	Years of Experience	Rationale for Dedicated Time	% of FTE
TDOE Project Director	Sara Smith	Master’s Degree	At least 3 years’ experience	Responsible for leading, managing and overseeing all aspects of Project AWARE-Tennessee as outlined in project proposal in order to meet all SAMHSA grant requirements.	100%
YMHFA Training Coordinator	TBH	Master’s Degree	At least 3 years’ experience	Responsible for the development and implementation of a comprehensive YMHFA training program in selected LEAs.	100%
Project AWARE Assistant	TBD	Bachelor’s Degree	At least 2 years’ experience	Responsible for administrative support to Project AWARE staff. Establish and maintain information/data management system.	100%

Staff Position	Name	Degree Required	Years of Experience	Rationale for Dedicated Time	% of FTE
YMHFA State Instructor	Alan Ledford, TEMA	Ed.S	2 years' experience	Responsible for providing YMHFA training to first responders in selected communities.	20%
YMHFA State Instructor	Alison Gauld, Behavior Specialist, TDOE	Master's Degree	10 years' experience	Responsible for providing YMHFA training to school personnel in selected LEAs.	20%
YMHFA State Instructor	Kristy Leach, TDMHSAS	Master's Degree	15 years' experience	Responsible for providing YMHFA training to school personnel and youth serving community members.	20%
YMHFA State Instructor	Scott Ridgway, TN Suicide Prevention Network	Master's Degree	10 years' experience	Responsible for providing YMHFA training to school personnel and youth serving community members.	20%
YMHFA State Instructor	TN Department of Children's Services	TBD	5 years' experience	Responsible for providing YMHFA training to school personnel and youth serving community members.	20%
LEA Project Coordinator 3)	TBH by LEA	Bachelor's Degree	At least 3 years' experience	Responsible for coordinating all Project AWARE activities in the LEA to include MHFA/YMHFA training and the implementation of school-based mental health services through behavioral health partners. Will assist TDOE Project Director in meeting all SAMHSA grant related requirements and coordination outreach to community partners.	100%
LEA/Community YMHFA Instructors 3)	TBH by LEA	Bachelor's Degree	At least 3 years' experience	Responsible for providing YMHFA training to youth serving adults in selected LEAs and their communities.	30%
TDOE Project Director Supervisor	Pat Conner, Executive Director	Bachelor's Degree	27 Years	Provide supervision of TDOE Project Director and serve on the State Management team.	20%

**C.3: Demonstrated experience and qualifications of key staff.** All new hires will have demonstrated experience in competency, knowledge, skills and abilities in their specified area. In particular, the ***TDOE Project Director*** will have experience managing through systems, organization and planning, process and time management; as well as being action oriented and exhibiting perseverance. They must also have excellent presentation and written skills, be approachable and have experience with building effective teams. Resource management skills will include management of financial resources and material resources. The TDOE Project Director will have to demonstrate familiarity with the culture and language of all three LEAs and their respective communities. The ***YMHFA Training Coordinator*** will have experience in developing and implementing training programs, excellent organizational and presentation skills, as well as written skills. The Training Coordinator must also have extensive experience, to include cultural competency, in working with groups to include state agencies, community organizations, and school districts. The ***YMHFA State Instructors and LEA/Community Instructors*** will possess extensive knowledge of YMHFA, experience in implementing training programs, excellent presentation skills, and strong organizational and written skills. All instructors will be sensitive to the cultures and languages within the communities they serve. The ***LEA Project Coordinator(s)*** will have demonstrated competency in innovation management, problem solving, strategic agility, delegation, organization, planning, priority setting, process and

time management. This position will need to be action oriented and have a drive for results, possess excellent written and presentation skills; experience building effective teams, managing vision and purpose and motivating others. These positions will need to have basic knowledge of administration and management, training, psychology, and therapy and counseling. In addition, they need to be approachable, have experience in building effective teams, possess integrity and trust, be able to manage diversity and peer relationships. Each Project Coordinator will have to demonstrate familiarity with the culture and language within their communities.

**C.4: SMT and its ability to coordinate and support Components 1 and 2.** It will be the responsibility of the TDOE Project Director to bring together the SMT comprised of the LEA Project Coordinator for each district, and representatives from TDOE to include Coordinated School Health, Special Populations, Safe & Supportive Schools, and Family Resource Centers. The following state agencies will also be represented: TDMHSAS, DCS, Department of Health, Tennessee Council on Children and Youth, TN Suicide Prevention Network, Tennessee Emergency Management Agency, and Tennessee Association of Mental Health Organizations. Family and youth will be represented by members from National Association of Mental Illness, Parent Teacher Association, Safe & Supportive Schools Parent Advisory Board, and a member of each community as selected by the LEA Project Coordinator. The SMT will be responsible to coordinate and support the development and implementation of an Project AWARE Tennessee coordination and integration plan. The SMT will coordinate with State Medicaid Directors and will expand membership to include child welfare, early childhood, and faith-based organizations. The SMT will provide leadership to the state and community partners in supporting Project AWARE-Tennessee and in working with local behavioral health organizations and community coalitions to ensure that LEA partnerships and formal contracts support the use of evidence-based strategies and practices and adhere to federal and state guidelines. TDOE and its behavioral health will also support communities in their implementation of the Strategic Prevention Framework (SPF) model, which includes an assessment process, logic modeling, and strategic implementation and evaluation planning.

#### **SECTION D: DATA COLLECTION AND PERFORMANCE MEASUREMENT**

TDOE will establish a comprehensive performance measurement and evaluation system encompassing SEA and LEA performance measurement and the overall state level project evaluation. The proposed measurement design will fulfill several key objectives, including 1) supporting SAMHSA's ability to comply with Federal reporting requirements, 2) informing project planning and decision-making by continuously monitoring and providing feedback on project performance and progress attaining Project AWARE goals, and 3) developing new knowledge and lessons learned that can direct future policy and practice to support the expansion and sustainability of mental health service provision for school-age youth across the state of Tennessee.

**D1. Ability to collect and report on required performance measures.** TDOE will contract with EMT Associates, Inc., using a departmentally approved contracting process that adheres to federal regulations and grant requirements. EMT is well-qualified to conduct the state evaluation and brings extensive expertise in mixed method evaluation design and methodology, survey research, data management, analysis, and product development; strong content expertise in the areas of mental health, school climate and violence prevention, and system collaboration; past SAMHSA evaluation experience; a strong track record of performance evaluating Tennessee state contracts of similar size and scope; knowledge of Tennessee schools and communities; and technological expertise in the areas of website development and web-assisted data collection and

management. TDOE has a very successful record administering large-scale Federal grant initiatives and complying with data collection and reporting requirements. The state also has existing infrastructure that can be leveraged to support performance measurement and data collection functions (i.e., web-based survey administration platform, TNPrevent.org). For this reason, TDOE is well-positioned to meet and exceed all Project AWARE grant performance measurement and evaluation expectations.

The contracted evaluator will designate a data coordinator, under the supervision of the evaluation director, who will serve as a liaison to the SMT and local implementation teams to coordinate all state and local data collection and management activities. State education agency (SEA) performance indicators, including 1) the number of individuals trained in prevention or mental health promotion, 2) the number of mental health workforce members trained in mental health related practices, 3) the number of individuals referred to mental health or other related services, and LEA performance measures, including 1) the total number of school-age youth served through implementation strategies, 2) the number of school-age youth who received school-based mental health services, and 3) the percentage of mental health service referrals for school-age youth which resulted in mental health services being provided in the community, will be compiled on an ongoing basis, entered quarterly into the TRAC system until the Common Data Platform (CDP) is operational, and will be reported in formal written quarterly reports. The data coordinator will document all state and local training and workforce development activities (measures 1, 2) using an online training registration tool and a linked database tracking the event name, LEA, intended audience, actual attendees, and number of hours of training completed. The evaluation team will work in consultation with the SMT and local implementation teams to develop a formal electronic tracking system utilization of school-based targeted and intensive interventions and community-based mental health services, including documenting school referrals generated through the early identification and referral system, initiation of services, service dosage, and duration of interventions. Data supporting the six SEA and LEA performance measures will undergo a quality assurance review and will be verified by program administrators, SMT, and local implementation team appointees prior to submission into TRAC.

**D2: State plan evaluation, implementation fidelity, and data management, and analysis.** The planning phase of the Project AWARE state program will be dedicated to the cross-system development of the coordination and integration plan based on the updated and expanded needs assessment and environmental scan. The evaluation contractor will observe SMT planning sessions and review meeting transcripts to document key decisions and plan developments throughout the process. The draft plan will be formally reviewed and rated by the evaluation team members on several key criteria using both quantitative rating scales and qualitative elaboration that will be communicated as feedback to the project management team. Rating criteria will be developed with input from the project management team and relevant stakeholders and may include measures of the extent to which the plan is: *comprehensive* (i.e., does the plan address all SEA and LEA expectations outlined in the RFA?), *logical* (i.e., does the logic model articulate clear and logical relationships among needs, strategies, and outcomes?), *feasible* (can strategies be realistically implemented within the proposed level of resources available?), *specific and measurable* (i.e., does the plan outline concrete strategies and activities that can be measured against benchmarks for performance?), *data-driven* (does the plan use data to identify needs and to support continuous program improvements?), *evidence-based* (does the utilize evidence-based models to achieve school, community, and youth outcomes?), *culturally and linguistically competent* (i.e., do services and activities adhere to CLAS standards?), and

*scalable and sustainable* (can project activities and accomplishments be sustained beyond the life of the grant and can activities be brought to scale to be replicated in other local school systems?). The final grantee performance and evaluation plan will be established concurrently with the development of the coordination and integration plan to ensure that the evaluation design is well-aligned with plan elements. The evaluation design will be created using a participatory evaluation framework that is highly effective in multi-stakeholder project environments like Project AWARE. This framework features a commitment to participant engagement that recognizes and incorporates the unique perspectives and contributions of all stakeholder groups (e.g., SMT and local implementation team membership) and empowers a sense of meaningful participation in the evaluation process. This participatory approach helps ensure that evaluation priorities, questions, and measures are consistent with stakeholder interests, align with Project AWARE goals and objectives, adhere to standards for culturally responsive evaluation practices, and allow for diverse perspectives to enrich the study design. This framework also increases ownership and relevance of the evaluation results and increases the likelihood that findings will be applied in policy and service settings. The first step in the evaluation planning process will be to meet in-person with the project administration, SMT members, and other relevant stakeholders to prioritize information needs, evaluation questions and methods, and audiences for evaluation products. The team will also discuss the availability of data sources and their potential limitations, and will formulate ongoing processes for communication. The evaluation plan will be tied to the logic model that will be refined based on the results of the needs assessment, environmental scan, and identified strategies. The plan will also include the development of individual logic models for each of the three LEAs. These models will drive a more formalized measurement plan that integrates required SEA and LEA performance measures, suggested project evaluation questions and measurement tools, and other custom measures of process and outcome (e.g., application of training concepts). This will include measures of implementation fidelity that support the process evaluation and that reflect the specific evidence-based program components of the coordinated and integrated plan. For example, as evidence-based programs are identified, the evaluation team will engage with stakeholders to select from a number of proven fidelity assessment tools that are feasible to implement at the school level. Examples include the PBIS Team Implementation Checklist that measures progress toward implementing the School-wide Positive Behavioral Intervention and Supports framework and fidelity measures associated with universal violence prevention programs. The evaluation data coordinator will also use the participatory framework to solicit input from LEAs and school and community mental health professionals on plans for collecting and reporting performance data (e.g., tracking in-school referrals, service utilization and dosage, and outside referrals to community providers) to maximize buy-in, ensure data quality, and minimize provider and respondent burden. The evaluation data coordinator will 1) designate a point of contact for each LEA program component to support data collection and transfer, 2) develop data collection agreements and guidelines to clarify data processes (e.g., mechanisms for follow-up on mental health referrals) that are documented in data codebooks and manuals, and 3) establish secure data transfer procedures and protocols (e.g., steps for de-identifying data, specifying formats, timelines, and processes) that will help to identify data problems in a timely manner, quickly correct errors, and recover incomplete data where feasible before problems impact study findings.

**D3. Using data to support project management and continuous quality improvement.**

An important priority and key deliverable for the evaluation contract will be the development of a comprehensive, written plan for continuous quality improvement that actively utilizes performance assessment and evaluation findings to facilitate data-driven planning and decision-making. During the coordination and integration plan development phase, the SMT will further refine project goals, objectives, and action steps and will produce a series of interim performance benchmarks that are directly linked to the plan, and that can be measured through ongoing data collection and assessment activities and routinely monitored through use of project management software.

The evaluation director will be expected to provide regular updates on evaluation findings and achievement of benchmarks to the project administration, the SMT, and the local implementation team membership at regular intervals (e.g., quarterly or upon request, and either in-person or web-enabled), and facilitate dialogue on how evaluation findings can contribute to project improvements. To facilitate communication among stakeholders (i.e., evaluation team, project administration, SMT, local teams, and other partners), the evaluator will create a customized, secure online project environment for verified users that will provide a forum for sharing ideas, posting up-to-date evaluation findings (e.g., archived presentations) and measurement tools, and storing and retrieving shared documents, data files, and other resources. This innovative technology can be instrumental to effective management of multi-faceted project environments, like Project AWARE, where there are a variety of stakeholders and a strong role for cross-system collaboration, networking, and information-sharing. The site can be customized to include several key features such as contact lists, event and meeting calendars, announcement boards, discussion forums, and project task lists, with e-mail notification for users when site content has been updated. This online environment creates a mechanism for advancing the use of data to drive project improvement, while providing a forum to facilitate ongoing partner collaboration and engagement.

**D4. Plans for collecting and reporting Government Performance and Results Act (GPRA) and evaluation data.** The collection and reporting of LEA performance measurement data will be guided by the comprehensive plan that identifies the specific need-based strategies to be implemented by LEAs, and that articulates the linkages between strategies and their intended outcomes specific to each pilot community.

*Program utilization records:* The performance measurement system for GPRA data will include documentation of children and youth served through Project AWARE supported services at the universal, indicated, and selected levels, including participation in evidence-based programs. To facilitate local data collection and reporting, the evaluation contractor will design a web-based data management infrastructure and user-interface for entering, storing, and retrieving records that profile client characteristics, programs or providers, units and modes of service delivery, referrals to community partners, and follow-through on referred services. Records of service utilization will be categorized by LEA, school and school level (i.e., elementary, middle school, high school), target audience (i.e., system, provider, consumer), and population of focus. This system will include analysis metrics (e.g., mental health use penetration rates by race/ethnic group relative to enrollment, percent of referrals resulting in service use, and program dosage) that can support continuous quality improvement. For more universal evidence-based programming, data systems will track strategies and the number and characteristics of youth impacted (e.g., universal violence prevention in the school setting). Once program records are stored in the central database, additional data management and quality control checks will be applied to verify that data are within acceptable limits. The data coordinator will review and

compile data on a quarterly basis and will provide technical support as needed to trouble-shoot any challenges.

**D5. Plans to conduct the SEA evaluation.** The project evaluation design will be guided by a series of overarching study questions that will explore how state infrastructure development, capacity-building, and policy change strategies enhance the capacity of LEAs to expand the continuum of school-based behavioral supports and mental health interventions. The following section describes the data collection components proposed for the Project AWARE evaluation. An important focus of the process evaluation is to examine the relationship between planned strategies outlined in the coordination and integration plan and state and local implementation. This will include documenting changes to the proposed plan, articulating the reasons that these changes occurred, and identifying any factors that supported or impeded cross-system plan development. The outcome evaluation will focus on measuring changes in school systems and learning environments resulting from project implementation that are directly linked to project objectives. Specific measures include: increases in the number of individuals trained, increased visibility of mental health promotion information, increases in the number of youth receiving universal violence prevention programs, the number identified through school screening and referral processes, the number served by school based clinicians and the length and scope of services, and the number of youth referrals to community providers, increases in positive perceptions of the school learning and discipline environment, reduced exposure to violence, improved mental health functioning, and decreases in suspension, expulsions, and remands for behavior-related issues. Measures of targeted mental health interventions will include documentation of client characteristics to assess impacts across populations and history of treatment to determine how many youth accessed mental health services for the first time through their school-based program.

*SMT and local team stakeholder surveys:* The response to key study questions rest on the ability to measure the strength of cross-system collaboration and functioning and tangible outcomes related to the collaborative process (e.g., changes to policy or resource integration). The evaluation design will include a baseline stakeholder surveys that will document the pre-implementation collaborative environment at both the state and local LEA levels (sample survey is included in Attachment 2). The stakeholder survey will be re-administered at the conclusion of the each year to document changes in over time. The stakeholder survey will be accompanied by in-depth qualitative interviews with active SMT members at the conclusion of each project year to gauge perceptions regarding the relationship between SMT activities and improved state and local capacity. Interview content will be coded and analyzed using qualitative analysis software (Atlas.ti) to identify core themes across respondents. The data coordinator will also document collaborative functions at the LEA level by: 1) observing team meetings, reviewing recorded meeting transcripts, and tracking key collaborative decisions using standardized meeting tracking forms, and 2) conducting regular telephone check-ins with the Project AWARE Director and LEA Coordinators to document policy changes, cooperative agreements, and inter- and cross- agency activities among partner organizations.

The results of the stakeholder survey, in-depth interviews, and other measures of collaboration will be used to describe the Project AWARE structure according to Hogue's levels of collaboration (i.e., networking, cooperation, coordination, coalition, collaboration). This information will support analyses of the growth, integration, maturation, and sustainability of the Project AWARE state and local collaborations and will be used to explain differences in outcomes across local settings. This component will answer process questions related to barriers

to interagency collaboration and partnership development, changes made to the comprehensive plan over time, and factors that facilitated the development of the comprehensive plan.

*Profiles of school-based mental health services and other service implementation components:*

The interconnected system framework (ISF) and direct service strategies for each of LEAs will be outlined in the coordination and integration plan based on findings from the needs- assessment process and environmental scan. For each LEA, the evaluation team will work with the program provider to complete a formal profile that customizes the ISF framework by describing the array of universal, targeted, and intensive interventions implemented across schools and community settings within each tier of the framework, identifies evidence-based practices, providers, staffing, populations of focus, school, grade level, targeted outcomes, cost to implement, and relationship to the goals and objectives of the coordinated and integrated state plan. This information will be used to create an inventory of programs and interventions supported in each school and community setting that will be linked to service records collected as part of required GPRA performance measurement. This combined data set will be used to evaluate the implementation of the comprehensive plan and changes to implementation over time (i.e., program as planned versus program as implemented). School records for school-based mental health services and related supports (e.g., universal mental health screening, identification and referral) documenting characteristics of youth served will be routinely analyzed to monitor any disparities in behavioral health access and to provide feedback to providers on the success of outreach and engagement strategies.

*Student and teacher surveys:* An important source of outcome data supporting the Project AWARE evaluation will be surveys of students and school staff that provide measurement within three broad domains of supporting relationships, school safety, and the school environment. Specific measures include student and teacher perceptions related to threats to physical safety, exposure to bullying and harassing behavior, and school responses to bullying, use of supportive discipline in schools, awareness of mental health issues, mental health status, and perceived access to school- and community-based mental health supports. The State of Tennessee has an established web-based infrastructure for annually administering student and staff surveys through its S3 grant initiative that can be leveraged to support Project AWARE data collection and reporting requirements. TDOE has proposed a supplemental series of survey items that will be administered in selected and comparison school systems and that will be integrated into the school climate web-based system and accessed for analysis and reporting. The student survey will be administered to students in grades 5 through 12. The supplemental survey will be refined through the evaluation process to capture additional outcomes relevant to the coordinated and integrated plan. Student and teacher survey responses will be used to measure changes in school outcomes targeted by the Project AWARE initiative. Survey data will be disaggregated by specific populations (e.g., race/ethnicity, grade, sexual orientation) to assess differences in student perceptions and observed outcomes across population sub-groups.

*Training evaluation and application of training concepts:* The second overarching goal of Project AWARE is to mental health literacy by sponsoring mental health first aid training for child-serving adults in selected schools and communities. The evaluation measurement plan will track multiple indicators of training delivery by school and community, including number of registrants, actual attendees by organization and role (e.g., teachers, SROs, first responders, behavioral health professionals, parents), and training completions. The evaluation of training implementation quality will be assessed using surveys capturing feedback on the training experience at the conclusion of each training session, and follow-up surveys administered

electronically to online YMHFA training registrants asking them to assess how training concepts have been applied in their interactions with youth and their level of confidence in their ability to identify and respond appropriately to youth with possible mental health needs. *Reviews of school referral and disciplinary policies and records of disciplinary actions:* The evaluation design will also include an analysis of school policies and procedures and an analysis of student records aggregated at the school level to measure any reductions in disciplinary infractions, and use of suspension and expulsion. This will include an analysis of patterns of discipline related to student characteristics to assess changes in discipline disparities and to assess impacts of policy change.

TDOE is also strongly committed to providing support for the national evaluation.

Accordingly, an important objective of our evaluation planning process will be to coordinate with the MSE early on to ensure that all data collection procedures and instruments are well-aligned with the MSE measurement approach to reduce duplication and to maximize the contribution of our state program data to the MSE effort. Our team has experience supporting national evaluations on other SAMHSA funded grant initiatives and understands MSE expectations for data quality, management, and reporting. TDOE also agrees to fully support coordination of site visits from the MSE study team, and has secured the commitment of all SMT members, LEAs, schools, and community providers through formal agreements.