

RFA AMENDMENT RELEASE DATE: 10/20/21

EPP Programmatic Innovation Grant

Request for Application (RFA)

Tracking #: 2201333105FAF1

RFA IS AMENDED AS FOLLOWS:

1. The schedule of events is updated, as shown in the table below (important changes from previous RFA are highlighted in yellow):

Event	Time (Central Time Zone)	Date
RFA released		September 17, 2021
TDOE holds Pre-Response Conference	10:30 AM	October 22, 2021
Written questions and comments deadline	2:30 PM	October 22, 2021
TDOE releases responses to written questions		October 25, 2021
Application deadline	11:59 PM	October 27, 2021
Proposed contract submitted to State legislative fiscal review committee		October 28, 2021
Notice of intent to award		Upon approval of State legislative fiscal review committee
Proposed Contract Start Date		Pending approval to proceed by State legislative fiscal review committee

2. Applicants may submit a proposal that covers the entire scope of work or that partially covers the scope of work. Applicants who submit proposals that do not address all four research questions (indicated below) will only be scored according to attachment A for the research questions the applicant includes in their proposal. Changes to the scope of work are highlighted below:

The Contractor's research may address the following questions:

- What is the relationship between net tuition affordability and Educator Preparation Program (EPP) enrollment? How is student debt burden connected to teacher retention? *(optional)*

- What are the input costs for EPPs to run their programs? This should include a breakeven analysis for EPPs as well as a review of the cost model for Grow Your Own and other TDOE-sponsored pathways. *(optional)*
- How does net-tuition affordability of Tennessee EPPs compare to other states? What best practices from other states could be employed to reduce debt burden of teachers? *(required)*
- What are student loan and debt burdens of Tennessee EPP graduates? *(required)*

Please note that T.C.A. § 49-1-908(b)(2) states, "Educator Preparation Providers approved by the state board must participate in the review." Accordingly, the Tennessee Department of Education (TDOE) may be able to provide support with preliminary data collection from EPPs, as necessary.

3. The state will conduct a pre-response conference, as described below:

Pre-Response Conference

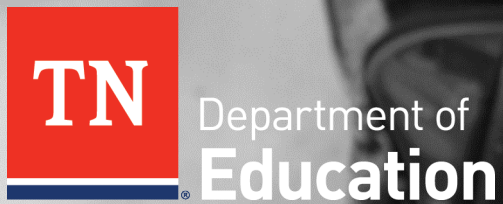
Interested applicants may choose to attend a Pre-Response Conference hosted by the TDOE where they may ask questions about this award and any application requirements described in the RFA. This conference will occur on October 22, 2021, from 10:45 AM – 11:30 AM CST via Microsoft Teams. See below for meeting access information:

Meeting Access Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDgyOWU5N2MtNW11Yi00NWEzLWE1ZWtMDU2ZDNiMDRkMGZk%40thread.v2/0?context=%7b%22Tid%22%3a%22472445bd-2424-4e8f-b850-df7488e18b4a%22%2c%22Oid%22%3a%220152ec1f-4c33-45c6-857a-cee7a55f8dbc%22%7d

Or call in (audio only)

[+1 615-270-9704](tel:+16152709704), [264716582#](tel:+16152709704) United States, Nashville

Phone Conference ID: 264 716 582#



EPP Affordability Study: Tuition and Debt Analysis 2021 Request for Applications (RFA)

Tennessee State of Education | September 2021

Application Due Date: **October 27, 2021**



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General Information

Background

Recruiting and retaining high-quality educators is critical to the success of Tennessee students. However, students enrolled in traditional Education Preparation Programs (EPPs) face significant financial barriers – not only do they have to pay tuition to earn teacher certification, but they must also work without pay to complete required clinical experiences ([Dennis & Mansukhani, 2021](#)). On top of personal financial obligations, aspiring educators are also confronted with mandatory testing and certification fees. Such financial burdens add up, especially for lower income aspiring educators. Ultimately, these burdens may render Education Preparation Providers (EPPs) unaffordable to many, restricting the overall pool of future educators and causing students to miss out on high-quality educators. Moreover, even if they do enter the teaching profession, a combination of low starting salary and high debt burden may prevent educators from remaining in the classroom for more than a few years. According to the Horace Mann Educators Student Loan Debt Survey, 70% of educators indicated that lower student loan burden would make them more likely to remain in education ([Mann, 2021](#)).

Procurement Purpose

In response to these potential challenges around EPP affordability, during the 2021 special legislative session on education, the Tennessee General Assembly passed Senate Bill 7003, which amended Tennessee Code Annotated Title 49 to require the Tennessee Department of Education (“State”) to produce the following:

T.C.A. 49-1-908(b)(1)(C): A joint analysis, with the Tennessee Higher Education Commission, regarding the affordability of educator preparation providers (EPPs), including tuition affordability and net-tuition affordability for future educators and costs relative to educator preparation providers in other states; student loan and debt burdens of educator preparation provider graduates; financial barriers that may prevent postsecondary students and career changers from pursuing teaching as a profession; and the ability to reduce the costs of obtaining educator preparation and credentials.

The State must report results of this review to the state board and the chairs of the education committees of the senate and the house of representatives and post on the State’s website. The Contractor may be asked to assist in preparation of materials and/or actually present findings.

Scope of Work

The State seeks to partner with a Contractor who will conduct a quantitative landscape analysis of net-tuition affordability for Tennessee EPPs and a comparative analysis of the affordability of Tennessee EPPs with EPPs in other states, in support of the below:

T.C.A. 49-1-908(b)(1)(C): A joint analysis, with the Tennessee Higher Education Commission, regarding the affordability of educator preparation providers (EPPs), including tuition affordability and net-tuition affordability for future educators and costs relative to educator preparation providers in other states; student loan and debt burdens of educator preparation provider graduates; financial barriers that may prevent postsecondary students and career changers from pursuing teaching as a profession; and the ability to reduce the costs of obtaining educator preparation and credentials.

The Contractor will conduct analyses and share findings with the State for reporting to the Tennessee State Board of Education and chairs of the education committees of the Tennessee Senate and House of Representatives.

The Contractor's research may address the following questions:

- What is the relationship between net tuition affordability and EPP enrollment? How is student debt burden connected to teacher retention? *(optional)*
- What are the input costs for EPPs to run their programs? This should include a breakeven analysis for EPPs as well as a review of the cost model for Grow Your Own and other TDOE-sponsored pathways. *(optional)*
- How does net-tuition affordability of Tennessee Education Preparation Providers (EPPs) compare to other states? What best practices from other states could be employed to reduce debt burden of teachers? *(required)*
- *What are student loan and debt burdens of Tennessee EPP graduates? (required)*

While research methodology is at the discretion of the Contractor, all proposed methodology and proposed contract deliverables must be approved by the State. The Contractor may provide any of the following deliverables in support of the research question(s) included in their proposal:

- Literature review of other studies related to research questions listed above.
- Cross-sectional analysis of student loan and debt burdens for TN EPP students and graduates, analyzed by various characteristics such as race, geography, gender, EPP attended, and endorsement area.
- Quantitative analysis of how tuition affordability and licensure costs may impact EPP enrollment and how student debt burden may impact teacher retention.
- Insight into true input costs (e.g., personnel costs, fixed costs, etc.) for EPPs to run program, especially during student clinical experiences. This should also include a review of the cost-model for Grow Your Own and other TDOE-sponsored pathways for which costs are reduced.

- Highlighting of best practices from other states that help reduce debt burden of teachers; proposal of specific strategies for how TDOE/TN EPPs/TN General Assembly may reduce cost of education preparation and credentialing.

The Contractor will meet with the State within five (5) business days of the Contract Start Date to establish and approve a Research Plan based on the methodology proposed in the application, to formally establish project expectations, and to receive an overview of available State resources, including any data platforms to which Contractor may require access. The Contractor will have an additional interim check-in with the State midway through the project, and the Contractor will present a summary of research findings to the State. All meetings will be scheduled for times and locations (virtual or in-person) based on mutual availability and mutual preference between the State and the Contractor. Following the State's report to the Tennessee State Board of Education and chairs of the education committees of the Tennessee Senate and House of Representatives, the Contractor may be asked to assist as needed with any revisions of these deliverables or with any presentations of findings that occur.

See the attached [pro forma contract](#) that includes a detailed scope of services. The final scope of work may be revised based on research questions reflected in awardee's proposal. If the awardee is a TN State or local governmental entity, the appropriate State template will be used.

The maximum budget for this project is \$50,000.00. The selected Contractor will be compensated according to the cost proposal submitted in their application (see "Cost Proposal" under Application Components for more details).

Communications

Applicants must direct communications concerning this request for applications to the following person designated as the solicitation coordinator:

Miles Woodhull, Special Projects & Operations Manager
Office of Human Capital
State of Education
710 James Robertson Parkway
Andrew Johnson Tower, 9th Floor
Nashville, TN 37243
Miles.Woodhull@tn.gov
(615) 600-2892

Review Process

All complete application packages meeting the requirements and received by the State's solicitation coordinator on or before the application deadline will be forwarded to a review committee. The committee will provide each application with a merit score based upon the

review criteria and rubric. A copy of the scoring rubric can be found in [Attachment A](#). The overall score will serve as the basis for selection.

This request for applications by the State does not create rights, interests, or claims of entitlement in any applicant. The State reserves the right to reject any response. All contract award decisions are final. **All contracts are subject to the availability of funds and approval by state procurement offices.**

Schedule

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Application Procedures

The application must be completed and submitted via email to Miles.Woodhull@tn.gov by 11:59 PM on **October 27, 2021**. **Paper copies of this application will not be accepted.**

Steps to submitting an application:

Applicants should email digital copies of their responses to mandatory requirements, cover letter, resume or *curriculum vitae*, summary of research design and methodology, and cost proposal to Miles.Woodhull@tn.gov with the subject line “**Application: EPP Affordability Study 2_Your Name.**” All components should be combined into a single document in the following order:

1. Responses to Mandatory Requirements
2. Cover Letter
3. Resume/CV
4. Summary of Research Design and Methodology
5. Cost Proposal

Application Components

Mandatory Requirements Narrative (Pass/Fail)

The applicant must address all mandatory requirement items and provide, in sequence, the information and documentation as required. The Solicitation Coordinator will review responses to determine if the Mandatory Requirements Items are addressed as required and mark each with pass or fail.

Applicant Name	
Mandatory Requirements	
1. Detail the name, email address, mailing address, and telephone number of the person the State should contact regarding the response.	
2. Respondent must attest that they have a master’s level or doctorate level degree in education or a closely related field.	
3. Respondent must provide a brief narrative (1-2 paragraphs) describing successful completion of a previous quantitative education research study.	
4. Respondent must submit all components of the application in their appropriate format.	
Evaluator Identification:	

Technical Response

Applicants must submit a cover letter, resume or *curriculum vitae*, summary of research design and methodology, and cost proposal.

Cover Letter

Each applicant must submit a cover letter that provides a narrative around why the applicant is interested in the research project and why they are well-qualified. See Attachment A: Scoring Rubric for further details on how this cover letter will be assessed.

Resume or CV

Each applicant must submit a resume or *curriculum vitae* with their application. Preference will be given to candidates who demonstrate the following qualifications:

- Master's degree or doctorate in economics, education, business administration, public policy, or a related field with rigorous research requirements.
- Strong quantitative research skills and experience successfully working with large datasets.
- Ability to conduct regression analyses, financial modeling, and other statistical analyses. Access to data analysis packages such as R, STATA, and/or SPSS preferred.
- Expertise and demonstrated experience in education and education finance.
- Experience conducting high-quality research studies on a tight timeline.
- Strong communication skills, both written and oral. This includes communication of research findings clearly, concisely, and delivered in forms applicable to various audiences in academic and non-academic settings.
- Willingness to be flexible and adapt to changing circumstances.

Along with the resume or CV, applicants may submit up to three (3) letters of reference or endorsement that testify to the quality of their prior research. These letters are not required.

Methodology Summary

Each applicant must submit a research design and methodology summary aligned to the research questions outlined in the "Procurement Purpose" section. This summary must include the following:

- Brief summary (no more than one page) of existing literature related to research questions and justification of applicant's research methodology.
- Proposed methods of data collection.
- Proposed methods of data analysis.
- Proposed timeline (work plan) for completing scope of work, including completion of research milestones and deliverables.
- Limitations of proposed methods.
- Any other information that applicant feels the State should know while considering their application.

Cost Proposal

Each applicant must submit a cost proposal, with maximum liability up to \$50,000.00. See the scoring rubric in attachment A for more details on how the cost proposal will be assessed. At minimum, the cost proposal should provide enough detail to account for delivery of the goods

or services outlined below. Applicants are encouraged to provide further line-item breakdown for each of the goods or services. See the referenced sections of the pro forma contract for more detailed expectations of each good or service described below.

Goods or Services Description	Amount (per compensable increment)
Research Plan (A.4.)	\$x, upon approval of plan by the State
Interim Check-In Meetings with the State (A.5.)	\$x each
Written Report Material (A.3 and A.6.)	\$x, upon delivery and approval of Written Report Material to the State
<p>Assistance to the State in preparing material for the State’s report to the State Board of Education and chairs of the Education Committees of the Senate and House of Representatives.</p> <p>Assistance to the State in preparation of findings for the State’s website (A.7.)</p> <p><i>Note that it is up to the discretion of the State to determine whether the Contractor or a representative of the State will report findings to the State Board of Education and chairs of the Education Committees of the Senate and House of Representatives. The Contractor’s assistance may include presenting research findings. Either way, the Contractor shall be compensated hourly for all work conducted between delivery of the Written Report Material and the end of the Contract Term.</i></p>	\$x per hour

Attachment A: Scoring Rubric provides further detail on how the methodology summary will be assessed.

Attachment A: Scoring Rubric

For applicants who satisfy mandatory requirements, the application review committee will use the applicant's cover letter, resume/CV, methodology summary, and cost proposal to give applicants an evaluation score, according to the scoring rubric below. The committee will average their individual scores to determine a final score for each applicant, and the applicant with the highest final score will be selected. The applicant will only be scored for the scope of work included in their proposal. Applicants will not be penalized if they do not include optional research questions in their proposal.

Application Item	Maximum Points	Assigned Points
1. Experience: Does the applicant clearly demonstrate a record of successfully managing similar projects or quantitative education research studies in the past?	15	
2. Qualifications: Does the applicant possess research qualifications and resources that make them likely to be successful in conducting the scope of work?	15	
3. Literature Summary: Does the applicant have a strong understanding of existing literature related to research questions and provide a strong justification of their research methodology?	5	
4. Data Collection and Analysis: Does the applicant's methodology summary propose rigorous methods of data collection and analysis? Does the applicant demonstrate an ability to communicate findings to stakeholders of varying levels of research expertise?	20	
5. Work Plan: Does the applicant present a detailed, feasible work plan with a timeline for completion	15	

of research milestones and deliverables?		
6. Cost Proposal: Does the applicant present a competitive and detailed cost proposal?	30	
SCORE (maximum possible score = 100)		
Evaluator Identification:		

Scoring Values	?	Not				Maximum
	#	Addressed				Points
	# 1	0	4	8	12	15
	# 2	0	4	8	12	15
	# 3	0	2	3	4	5
	# 4	0	5	10	15	20
	# 5	0	4	8	12	15
	# 6	0	7	15	23	30
1. Experience: Does the applicant clearly demonstrate a record of successfully managing similar projects or quantitative	The applicant has no experience with research studies.	The applicant has experience with project/study of similar scope and	The applicant has not completed a project/study with similar scope and timeline, but	The applicant has completed a project/study with similar scope and timeline, and results of study	The applicant has completed 2+ education research studies with similar scope and timeline, and	

education research studies in the past?		timeline, but outcome was unsuccessful.	other research projects have been successful.	were published and/or drove meaningful change for client.	results of study were published and/or drove meaningful change for client.
2. Qualifications: Does the applicant possess research qualifications and resources that make them likely to be successful in completing the scope of work?	Applicant satisfies 0 or 1 of the 4 criteria listed under maximum points for this row.	Applicant satisfies 2 of the 4 criteria listed under maximum points for this row.	Applicant satisfies 3 of the 4 criteria listed under maximum points for this row.	Applicant possesses a master's degree in a related field. Applicant (1) has ability to conduct mathematical modeling, (2) ability to work with large datasets, (3) has expertise in education finance, and (4) is a strong communicator.	Applicant possesses a doctorate in a related field. Applicant (1) has ability to conduct mathematical modeling, (2) has ability to work with large datasets, (3) has expertise in education finance, and (4) is a strong communicator.
3. Literature Summary: Does the applicant have a strong understanding of existing literature related to research questions and justification of their research methodology?	Applicant makes little attempt to justify methodology based on existing literature.	Applicant provides justification of methodology based on observations from 2+ different sources. Methodology does not naturally flow from outcomes of these other studies.	Applicant provides justification of methodology based on observations from 2+ different sources. Methodology replicates successful studies and builds upon existing scholarship.	Applicant provides justification of methodology based on observations from 3+ different sources, both inside and outside Tennessee education landscape. Methodology replicates successful studies and builds upon existing scholarship.	Applicant provides justification of methodology based on observations from 5+ different sources, both inside and outside Tennessee education landscape. Methodology replicates successful studies and builds upon existing scholarship.
4. Data Collection and Analysis: Does the applicant's	Applicant provides no	Applicant outlines how they will	Applicant outlines, in detail, how	Applicant outlines, in detail, how they	Applicant outlines in methodology

methodology summary propose rigorous methods of data collection and analysis? Does the applicant demonstrate an ability to communicate findings to stakeholders of varying levels of research expertise?	methodology details.	collect and analyze data, but both lack clarity.	they will collect data, but analysis methods lack rigor.	will rigorously collect and analyze data. Applicant may require extra support from State to collect and/or analyze data. Applicant is able to communicate findings to State personnel and TN legislators.	summary, in detail, how they will rigorously collect and analyze data. Applicant outlines, in detail, how they will meaningfully communicate findings to State personnel and TN legislators.
5. Work Plan: Does the applicant present a detailed, feasible work plan with a timeline for completion of research milestones and deliverables?	Applicant fails to provide a work plan.	Applicant provides a work plan with milestones and deliverables. Milestones may be unrealistic or trivial.	Applicant provides a work plan with milestones and deliverables. Milestones are ambitious, accountable, and achievable.	Applicant provides a work plan with multiple milestones and deliverables per month. Milestones are ambitious, accountable, and achievable.	Applicant provides a work plan with weekly milestones and deliverables. Milestones are ambitious, accountable, and achievable. Work plan accounts for State touchpoints.
6. Cost Proposal: Does the applicant present a competitive and detailed cost proposal?	Applicant does not provide line-item cost breakdown beyond the minimum requirements. Relative cost proposal is lower than 0-25% of other applicants.	Applicant does not provide line-item cost breakdown beyond the minimum requirements. Relative cost proposal is lower than 25-50% of other applicants.	Applicant provides line-item cost breakdown beyond the minimum requirements. Detailed line-items are competitively priced and highly related to the success of the research study. Relative cost proposal is lower than 0-50% of other applicants.	Applicant provides line-item cost breakdown beyond the minimum requirements. Detailed line-items are competitively priced and highly related to the success of the research study. Relative cost proposal is lower than 50-79% of other applicants.	Applicant provides line-item cost breakdown beyond the minimum requirements. Detailed line-items are competitively priced and highly related to the success of the research study. Relative cost proposal is lower than 80-100% of other applicants.

Attachment B: Pro Forma Contract

The *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the document that the successful applicant must sign.

See sample *Pro Forma* Contract below

**CONTRACT**

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking # 2201333105FAF1	Edison Record ID		
Contractor Legal Entity Name			Edison Vendor ID		
Goods or Services Caption (one line only) Quantitative research study on net-tuition affordability of Tennessee Education Preparation Providers (EPPs)					
Contractor <input checked="" type="checkbox"/> Contractor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY22		\$50,000.00			\$50,000.00
TOTAL:		\$50,000.00			\$50,000.00
Contractor Ownership Characteristics:					
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Business (DSBE)					
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> Competitive Selection		Request for Application (RFA) published and contractor selected via competitive scoring rubric, based on criteria outlined in RFA			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional) ED00002139		Account Code (optional)			

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 a quantitative research study on net-tuition affordability of Tennessee Education Preparation Providers (EPPs), 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: For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:
- a. **Educator Preparation Program ("EPP"):** An entity responsible for managing, operating, or coordinating programs for the preparation and licensure of teachers and other school personnel that has been approved by the Tennessee State Board of Education. There are three types of EPPs in the state: (1) Institutes of Higher Education, (2) Education Related Organizations, and (3) Local Education Agency ("LEA").
 - b. **Research Plan:** High-level planning document that provides and justifies a roadmap for how research study will be conducted. The length of the Research Plan may vary based on the exact research proposal, but it will include, at minimum, the following: list of essential research questions, brief summary (no more than one page) of existing literature related to research questions and justification of Contractor's research methodology, methods of data collection and data analysis, timeline (work plan) of research milestones and deliverables, consideration of limitations of proposed methods, and any other information that the Contractor believes the State needs to know for the study to be successful.
 - c. **Research Methodology:** Description of systematic strategy and specific techniques used to analyze essential research questions.
- A.3. In alignment with T.C.A. 49-1-908 and specifications provided by the State, the Contractor shall complete a research study on financial barriers and motivators to pursuing the teaching profession in Tennessee. Satisfactory completion includes delivery of a written report to the State by the date agreed upon in the Research Plan in Section A.4.
- a. The written report may address the following questions:
 - i. What is the relationship between net tuition affordability and EPP enrollment? How are financial barriers such as student loans and debt burdens connected to teacher recruitment and retention?
 - ii. What are the input costs for EPPs to run their programs? This should include a breakeven analysis for EPPs as well as a review of the cost model for Grow Your Own and other State-sponsored pathways.
 - iii. How does net-tuition affordability of Tennessee EPPs compare to other states? What best practices from other states could be employed to reduce debt burden of teachers?
 - iv. What are student loan and debt burdens of Tennessee EPP graduates?

- b. While exact research methodology is at the discretion of the Contractor, methodology may include the following:
 - i. Literature review of other research studies related to essential questions of A.3.a.
 - ii. Cross-sectional analysis of student loan and debt burdens for TN EPP students and graduates, analyzed by various characteristics such as race, geography, gender, EPP attended, and endorsement area.
 - iii. Quantitative analysis of how tuition affordability may impact EPP enrollment and how student debt burden may impact teacher retention.
 - iv. Insight into true input costs (e.g., personnel costs, fixed costs, etc.) for EPPs to run program, especially during student clinical experiences. This should also include a review of cost-model for Grow Your Own and other TDOE-sponsored pathways for which costs are reduced.
 - v. Highlighting of best practices from other states that help reduce debt burden of teachers; proposal of specific strategies for how the State, TN EPPs, and TN General Assembly may reduce cost of education preparation and credentialing
 - vi. Any additional deliverables proposed by the Contractor, subject to approval by the State.
 - c. Based on findings, Contractor shall propose specific strategies for the Tennessee Department of Education, Tennessee Education Preparation Providers, or the Tennessee General Assembly to employ to reduce financial burdens for participants of education preparation and credentialing programs. The Contractor shall outline these strategies in the written report.
 - d. In conducting the review, all information must be maintained in accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g), § 10-7-504, and all other applicable state and federal privacy laws.
- A.4. Within five (5) business days of the Contract State Date, the Contractor shall submit a Research Plan to the State, which is subject to approval by the State. Prior to approval, the Contractor shall make any adjustments to the Research Plan as requested by the State. This Research Plan may be adapted from the Contractor's Research Methodology document submitted in response to Request for Applications 2201333105FAF1. At minimum, the Research Plan must include the following:
- a. List of essential research questions, aligned to A.3.a.
 - b. Brief summary (no more than one page) of existing literature related to research questions and justification of Contractor's research methodology.
 - c. Methods of data collection.
 - d. Methods of data analysis.
 - e. Timeline (work plan) of research milestones and deliverables. This should include milestone dates for data collection and dates of interim check-ins with the State, in accordance with terms of A.5.
 - f. Consideration of limitations of proposed methods.
 - g. Any other information that Contractor believes the State needs to know for the study to be successful.
- A.5. By the date agreed upon in the Research Plan in Section A.4., the Contractor shall participate in two (2) interim check-in meetings with the State. The first meeting shall occur within five (5) business days of the Contract Start Date, and the purpose of this meeting shall be to review the Contractor's Research Plan outlined in A.4. and establish project expectations. These check-in meetings shall last no longer than thirty (30) minutes and shall be conducted via video call. The next interim check-in meeting will be scheduled by the State based on mutual availability of the Contractor and the State. In this second interim check-in meeting, the Contractor shall present a five (5) to ten (10) minute presentation that outlines progress along the Research Plan and any preliminary findings or highlights from present research. The remaining time in the check-in meeting shall be reserved for questions and answers between the Contractor and the State.

- A.6. By the date agreed upon in the Research Plan in Section A.4., the Contractor shall present a summary of research findings to the State, in accordance with terms of A.3. This presentation shall last between thirty (30) and sixty (60) minutes and shall be divided between Contractor's presentation of findings and questions and answers between the Contractor and the State. This presentation may be conducted via video call or in-person, as determined by mutual availability of the Contractor and the State. The State will schedule this check-in based on mutual availability of the Contractor and the State.
- A.7. After presentation of summary of research findings, the Contractor shall assist the State in preparing material for the State's report to the State Board of Education and chairs of the Education Committees of the Senate and House of Representatives by dates requested by the State. If requested by the State, the Contractor shall partially or fully present research to State Board of Education and chairs of Education Committees of the Senate and House of Representatives. The date of any presentation would be determined by the State and dependent on the meeting schedule of the State Board of Education and Education Committees. If requested by the State, the Contractor shall assist in preparing summary material that will be posted on the State's website.
- A.8. Work Product Ownership: All work products developed or produced by the Contractor under this Contract shall constitute "works made for hire" or have similar status under relevant intellectual property law. The State shall have full, final, and perpetual ownership rights to all work products provided by the Contractor for the State under this Contract.
- A.9. All work products developed or produced by the Contractor under this Contract are subject to final approval by the State prior to distribution to third parties. The Contractor shall make any revisions requested by the State on a timeline approved by the State.
- A.10. In order to complete the research study, the Contractor may be granted access to State data systems. To the extent applicable, the Contractor shall comply with the State's Acceptable Use Policy, Network Access Rights and Obligations, Attachment B.
- A.11. All data, information and metadata collected by the State, furnished by the State to the Contractor, or collected by the Contractor in the course of the performance of work under this Contract shall be and remain the property of the State, and the Contractor shall neither have nor acquire any rights, title, interest or licenses therein by virtue of this Contract, excepting only a limited license to use the data for purposes reasonably required for the performance of duties under this Contract and subject to confidentiality requirements with respect to the data.
- A.12. The Contractor shall comply with State branding as specified by the State.
- A.13. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.14. 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.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective for the period beginning on **DATE** ("Effective Date") and ending on **DATE** ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
- B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty-thousand dollars and zero cents (**\$50,000.00**) ("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:

Goods or Services Description	Amount (per compensable increment)
Research Plan (A.4.)	\$x, upon approval of plan by the State
Interim Check-In Meetings with the State (A.5.)	\$x each
Written Report Material (A.3 and A.6.)	\$x, upon delivery and approval of Written Report Material to the State
<p>Assistance to the State in preparing material for the State's report to the State Board of Education and chairs of the Education Committees of the Senate and House of Representatives.</p> <p>Assistance to the State in preparation of findings for the State's website (A.7.)</p> <p><i>Note that it is up to the discretion of the State to determine whether the Contractor or a representative of the State will report findings to the State Board of Education and chairs of the Education Committees of the Senate and House of Representatives. The Contractor's assistance may include presenting research findings. Either way, the Contractor shall be compensated hourly for all work conducted between delivery of the Written Report Material and the end of the Contract Term.</i></p>	\$x per hour

- 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. The 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:

Miles Woodhull, Special Projects & Operations Manager
Office of Human Capital
Department of Education
710 James Robertson Parkway
Andrew Johnson Tower, 9th Floor
Nashville, TN 37243
Miles.Woodhull@tn.gov
615-600-2892

- a. Each invoice, on the 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, Human Capital
 - (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 the "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, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

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:
 Miles Woodhull, Special Projects & Operations Manager
 Office of Human Capital
 Department of Education
 710 James Robertson Parkway
 Andrew Johnson Tower, 9th Floor
 Nashville, TN 37243
 Miles.Woodhull@tn.gov
 (615) 600-2892

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 A, 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 from 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, 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: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- 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' fees, court costs, expert witness fees, and other litigation expenses 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

- 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 for the affected obligations 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 State and federal laws and regulations applicable to the Contractor in the Contractor's 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, without regard to its conflict or choice of law rules. 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 - 408.
- 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), which includes **Attachment A**;
 - 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.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. The Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing

coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. The Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention (“SIR”) over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor’s sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. The Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead, the Contractor shall provide a certificate of self-insurance or a letter, on Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the

minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than **one million dollars (\$1,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers’ compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars (**\$1,000,000**) per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. 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. 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. 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 2201333105FAF1 (Attachment C) 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 monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA 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, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.4. 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 or ensure 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. The obligations set forth in this Section shall survive the termination of this Contract.

- E.5. 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. Securities 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.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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

DR. PENNY SCHWINN, COMMISSIONER

DATE

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION



STATE OF TENNESSEE

**Acceptable Use Policy
State of Tennessee Information Technology Resources****Purpose:**

The purpose of this policy is to outline the acceptable uses of State Information Technology (IT) resources for the State of Tennessee. The policy outlines the standards and constraints for acceptable use of State IT resources, regardless of hosting location, which means all equipment, networks, hardware, software, data, technical knowledge, expertise and other resources including, but not limited to, computing equipment, phones, end-user and application software and telecommunications equipment whether owned, leased or otherwise provided by the State. This policy is in place to protect both the users of State IT resources and the State of Tennessee. Inappropriate use exposes the State to many risks including non-compliance with local, state and federal laws, rules and policies, violation of contracts and licenses, and compromise of State IT resources.

References:

Tennessee Code Annotated, Section 4-3-5501, et seq., effective July 1, 2015.

Tennessee Code Annotated, Section 10-7-504(i), effective May 30, 2001.

Tennessee Code Annotated, Section 10-7-512, effective May 27, 1999.

Information Systems Council Policies

State of Tennessee Enterprise Information Security Policies.

Objectives:

- Ensure the confidentiality, integrity and availability of State IT resources that may be processed in any manner by the State or any agent of the State.
- Ensure proper usage of State IT resources.
- Prevent access to State IT resources from unauthorized users or unauthorized access or unauthorized use.
- Inform users there is no expectation of or right to privacy in their use of State IT resources.
- Prevent individuals from using State IT resources to obtain anything of value to which those individuals are not entitled.
- Prevent individuals from wrongfully or improperly using or harming State IT resources.

Scope:

This Acceptable Use Policy applies to all users who have been provided access rights to the State of Tennessee IT resources, State provided email, and/or Internet via agency issued network or system User ID's. This Policy applies to all government branches of the State of Tennessee pursuant to *Tennessee Code Annotated, Section 4-3-5501, et seq.* and the Information Systems Council policies. Each branch, department, agency or political subdivision of the State can create its own policy, but it must be at least as restrictive as this policy.

Use and Prohibitions:**A. Information Technology Resources**

State employees, vendors/business partners/subrecipients, local governments, and other governmental agencies may be authorized to access State IT resources to perform business functions with or on behalf of the State. Any user of State IT resources must act within the scope of his/her employment or contractual relationship with the State and must agree to abide by the terms of this agreement as evidenced by his/her signature. Transactions resulting from any activity using State IT resources are the property of the State and are thus subject to open records laws.

A public record is defined as follows:

“Public record(s)” or “state record(s)” means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. (Tennessee Code Annotated, § 10-7-301(6)).

State records are open to public inspection unless they are protected by State or Federal law, rule or regulation and include, but are not limited to, draft letters, working drafts of reports, and what are intended to be casual comments. Be aware that anything sent as electronic mail could be requested to be made available to the public.

Prohibitions

- Accessing, viewing, copying, sending, sharing and/or selling any information that is confidential by law, rule or regulation, or not otherwise available, without proper authorization.
- Utilizing or installing unauthorized or unlicensed software on State IT resources.
- Leveraging IT resources that have not been authorized by Department of Finance and Administration, Strategic Technology Solutions.
- Using State IT resources to play or download games, music or videos that are not in support of business functions.
- Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using State IT resources in support of unlawful activities.
- Utilizing State IT resources for activities that violate policies.

- Storing non-State data on State IT resources including, but not limited to, pictures and videos.

B. Email

Email and calendar functions are provided to expedite and improve communications among IT resources users.

Prohibitions

- Sending unsolicited junk email or chain letters (e.g. “spam”) to any users of the network.
- Sending any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or malicious programs.
- Sending copyrighted materials via email that is either not within the fair use guidelines or without prior permission from the author or publisher.
- Sending or receiving communications that violate policies established by the Department of Human Resources or the agency where the user is employed or under contract.
- Sending confidential material to an unauthorized recipient or sending confidential e-mail without the proper security standards (including encryption if necessary) being met.

Email created, sent or received in conjunction with the transaction of official business are public records in accordance with Tennessee Code Annotated, §§ 10-7-301 through 10-7-308, and the rules of the Public Records Commission.

C. Internet Access

Internet access is provided to State IT resources users to assist them in performing the duties and responsibilities associated with their positions.

Prohibitions

- Using the Internet to access non-State provided web email services.
- Using the Internet for non-State approved business purposes.
- Using the Internet for un-approved offsite storage.
- Using the Internet when it violates any federal, state or local law.

D. Endpoint

Endpoint devices are provided to IT resources users to facilitate work efforts and to provide access to additional State IT resources and services.

Prohibitions

- Concealing or masking identity to hide activity.
- Removing or deactivating monitoring or logging software.
- Taking any action to circumvent security controls or administrative support or maintenance.
- Creating accounts that have not been authorized.
- Running unauthorized software or scripts.

- Accessing IT resources for purposes other than those for which the access was granted.
- Taking actions to hide files.

Statement of Consequences

Noncompliance with this policy may constitute a legal risk to the State of Tennessee, an organizational risk to the State of Tennessee in terms of potential harm to employees or citizen security, a security risk to the State of Tennessee's IT resources and the user community, a privacy risk to State of Tennessee assets and/or potential personal liability. The presence of unauthorized data on State IT resources could lead to liability on the part of the State as well as the individuals responsible for obtaining it.

Statement of Enforcement

Noncompliance with this policy may result in the following immediate actions:

- Written notification will be sent to the head of the appropriate agency and to designated points of contact in the human resources office and the IT resources office in the agency where the user is employed to identify the user and the nature of the noncompliance. In the case of a vendor, subrecipient, or contractor, the contract administrator will be notified.
- User access may be terminated immediately, and the user may be subject to subsequent review and action as determined by the agency, department, board, commission leadership, contract administrator or other appropriate authority.

Personal Incidental Usage

Users may make calls, use the Internet, and send and receive emails for incidental and occasional personal use provided that such use does not:

- Violate any laws, rules, regulations or policies.
- Disrupt, distract from, or interfere with State business.
- Constitute private business activities.
- Contravene supervisor direction regarding personal use of State IT resources.

Users may not obtain or use data obtained as a result of or through their position as a user for personal purposes. Users should be aware that all usage may be monitored and that there is no expectation of or right to privacy.

It is not a violation of this policy to obtain and use data pursuant to the Tennessee Public Records Act.



STATE OF TENNESSEE
Acceptable Use Policy
State of Tennessee Information Technology Resources
User Agreement Acknowledgement

As a user of State of Tennessee IT resources, I agree to abide by the State of Tennessee Acceptable Use Information Technology Resources Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect State IT resources against unauthorized disclosure and/or use.
2. I will maintain all computer access credentials in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised and will report activity that is contrary to the provisions of this agreement to my supervisor and to the office of the Chief Information Security Officer.
3. I will be accountable for all transactions performed using my computer access credentials.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by state or federal laws, regulations or policies
5. I will not obtain or use data obtained as a result of or through my position as a user for personal purposes.
6. I agree to report to Strategic Technology Solutions Customer Care Center, any suspicious network activity or security breach.

Privacy Expectations

The State of Tennessee monitors State IT resources, including, but not limited to, real time monitoring. Users have no expectation of or right to privacy. All transactions and communications are considered to be State property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to State of Tennessee IT resources.

I understand the violation or disregard of this policy may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with the State of Tennessee, and any other appropriate legal action, including possible prosecution under the provisions of the Tennessee Personal and Commercial Computer Act of 2003 as cited at Tennessee Code Annotated, § 39-14-601 et seq., and other applicable laws.

I have read and agree to comply with the policy set forth herein.

EMPLOYEE

Type or Print Name

Edison Employee ID

Signature *

Date

NON-STATE EMPLOYEE

Type or Print Name

Vendor ID

Signature

Date

* By acknowledging this policy via the Edison system, I agree that my acknowledgement is the equivalent to my handwritten signature

ATTACHMENT C

PLACEHOLDER FOR CONTRACTOR'S PROPOSAL