STATE OF TENNESSEE
DEPARTMENT OF HEALTH

REQUEST FOR PROPOSALS
FOR
Covid-19 Call Center Services

RFP # 34349-60522

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1. **INTRODUCTION**

The State of Tennessee, Department of Health, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. **Statement of Procurement Purpose**

The ongoing COVID-19 public health response requires substantial manpower for case investigations, contact tracing and case/contact monitoring efforts. At its peak, weekly cases of SARS-CoV-2 have exceeded forty-nine thousand (49,000) cases in Tennessee, and there is an ongoing expectation that there is still outreach to every single individual infected with SARS-CoV-2 for case investigation and contact tracing purposes. A flexible source of manpower is required to continue these efforts and collect data in the manner outlined by the State. Each individual presenting to the rural local health department for COVID testing will be contacted regarding their test results. These contacts will be via phone, text and/or letter.

In addition, the call center will assist individuals needing appointments for COVID-19 vaccinations within the rural local health departments throughout the State. Appointments will be made in the State’s Vaccine Registration and Administration Solutions (VRAS) system. At times, it will be necessary to also contact individuals via phone or text regarding their appointment.

The purpose of this RFP is to secure a supplier that can handle the call center volume and meets the State’s needs in order to continue services directly related to the Covid-19 response.

1.1.2. The estimated liability for this contract shall be Twenty Million Dollars ($20,000,000.00).

1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *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 contract document that the successful Respondent must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP 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, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**
1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP # 34349-60522**

1.4.2. Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Laitin Beecham, Sourcing Account Specialist
Division of General Services
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
615-291-5794
Laitin.Beecham@TN.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit [https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html](https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html) for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley, Compliance Team Lead
Division of General Services
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN  37243-1102
(615) 741-3836
Helen.Crowley@tn.gov

1.4.3. Only the State’s official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent’s method of dispatch.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For Internet posting, please refer to the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-supplier-information/request-for-proposals--rfp--opportunities1.html.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State’s official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent’s obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., Pro Forma Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:
The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State’s oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

▪ the business or individual’s name (as appropriate);
▪ a contact person’s name and title; and
▪ the contact person’s mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent’s failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.
2. **RFP SCHEDULE OF EVENTS**

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Issued</td>
<td></td>
<td>10/20/2021</td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td>2:00 p.m.</td>
<td>10/25/2021</td>
</tr>
<tr>
<td>3. Pre-response Conference</td>
<td>10:30 a.m.</td>
<td>10/26/2021</td>
</tr>
<tr>
<td>4. Notice of Intent to Respond Deadline</td>
<td>2:00 p.m.</td>
<td>10/27/2021</td>
</tr>
<tr>
<td>5. Written “Questions &amp; Comments” Deadline</td>
<td>2:00 p.m.</td>
<td>11/1/2021</td>
</tr>
<tr>
<td>6. State Response to Written “Questions &amp; Comments”</td>
<td></td>
<td>12/7/21</td>
</tr>
<tr>
<td>7. Response Deadline</td>
<td>2:00 p.m.</td>
<td>12/20/21</td>
</tr>
<tr>
<td>8. State Completion of Technical Response Evaluations</td>
<td></td>
<td>1/10/2022</td>
</tr>
<tr>
<td>9. State Opening &amp; Scoring of Cost Proposals</td>
<td>9:00 a.m.</td>
<td>1/11/2022 (negotiation 11th-18th)</td>
</tr>
<tr>
<td>10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection</td>
<td>2:00 p.m.</td>
<td>1/19/2022</td>
</tr>
<tr>
<td>11. End of Open File Period</td>
<td></td>
<td>1/26/2022</td>
</tr>
<tr>
<td>12. State sends contract to Contractor for signature</td>
<td></td>
<td>1/27/2022</td>
</tr>
<tr>
<td>13. Contractor Signature Deadline</td>
<td>2:00 p.m.</td>
<td>1/28/2022</td>
</tr>
</tbody>
</table>

2.2. The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary. Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).
3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE:** A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½” x 11” pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

   a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

   b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE:** If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State on a separate e-mail or CD or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., et. seq.).

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.

3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

“RFP #34349-60522 TECHNICAL RESPONSE ORIGINAL”

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

“RFP #34349-60522 TECHNICAL RESPONSE COPY”

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

“RFP #34349-60522 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-Mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

“RFP #34349-60522 TECHNICAL RESPONSE”
The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.2. Cost Proposal:
The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

“RFP #34349-60522 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN… RFP # 34349-60522 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN… RFP #34349-60522 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 34349-60522 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Laitin Beecham, Sourcing Account Specialist
Division of General Services
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave, Nashville, TN 37243
615-291-5794
Laitin.Beecham@tn.gov

3.3. Response & Respondent Prohibitions
3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (i.e., offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be
allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent’s Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE:** If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

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

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

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

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State’s prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.
4.6. **Insurance**

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: [https://tntap.tn.gov/eservices/#1](https://tntap.tn.gov/eservices/#1)

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., Pro Forma Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor’s response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.
5. **EVALUATION & CONTRACT AWARD**

5.1. **Evaluation Categories & Maximum Points**

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

<table>
<thead>
<tr>
<th>EVALUATION CATEGORY</th>
<th>MAXIMUM POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Qualifications &amp; Experience (refer to RFP Attachment 6.2., Section B)</td>
<td>30</td>
</tr>
<tr>
<td>Technical Qualifications, Experience &amp; Approach (refer to RFP Attachment 6.2., Section C)</td>
<td>40</td>
</tr>
<tr>
<td>Cost Proposal (refer to RFP Attachment 6.3.)</td>
<td>30</td>
</tr>
</tbody>
</table>

5.2. **Evaluation Process**

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. (“Responsive Respondent” is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. “Responsible Respondent” is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team’s determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,
and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent’s best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State’s specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Contract Award Process**

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

**NOTICE:** The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State’s best interests. PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.
RFP ATTACHMENT 6.1.

RFP # 34349-60522 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., Pro Forma Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., Pro Forma Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.” For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo/library-/public-information-library.html.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent’s company President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

________________________

PRINTED NAME & TITLE:

________________________

DATE:

________________________

RESPONDENT LEGAL ENTITY NAME:

________________________

RFP # 34349-60522
**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENTS.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

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

<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section A—Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.</td>
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<tr>
<td></td>
<td></td>
<td>The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., et. seq.).</td>
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<tr>
<td></td>
<td></td>
<td>The Technical Response must NOT contain cost or pricing information of any type.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>A.1. Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.</td>
<td></td>
</tr>
</tbody>
</table>
|                                        |           | A.2. Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. 

**NOTE:** Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award. |           |
<p>|                                        |           | A.3. Provide a current bank reference indicating that the Respondent’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months. |           |
|                                        |           | A.4. Please provide a statement that the Respondent has at least six (6) months experience working with a public health agency (federal, state, or local). |           |</p>
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section A—Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.5.</td>
<td></td>
<td>Provide a statement that confirms the Respondent’s operations are located in the United States, and that the Respondent shall employ U.S. Citizens or persons authorized to work in the U.S.</td>
<td></td>
</tr>
</tbody>
</table>

State Use – Solicitation Coordinator Signature, Printed Name & Date:
TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.11.</td>
<td>Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.12.</td>
<td>Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.13.</td>
<td>Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.14.</td>
<td>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.15.</td>
<td>Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) Business Strategy. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) Business Relationships. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) Estimated Participation. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions;</td>
</tr>
</tbody>
</table>
## Section B — General Qualifications & Experience Items

(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

**NOTE:** In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at [https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810](https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810) for more information.

(d) **Workforce.** Provide the percentage of the Respondent’s total current employees by ethnicity and gender.

**NOTE:** Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.

<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>NOTE:</strong> In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(d) <strong>Workforce.</strong> Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>NOTE:</strong> Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</td>
</tr>
</tbody>
</table>

### B.16

Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:

- (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;
- (b) the procuring State agency name;
- (c) a brief description of the contract's scope of services;
- (d) the contract period; and
- (e) the contract number.

### B.17

Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent:

- two (2) accounts Respondent currently services that are similar in size to the State; and
- three (3) completed projects.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.

The Respondent will be solely responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the solicitation coordinator or including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires following one of the two processes below.

**Written:**

- (a) Add the Respondent’s name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
### Section B — General Qualifications & Experience Items

| Response Page # (Respondent completes) | Item Ref. | (iv) sign his or her name in ink across the sealed portion of the envelope; and  
| | | (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).  
| | | (d) Do NOT open the sealed references upon receipt.  
| | | (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.  
| | | E-mail:  
| | | (a) Add the Respondent’s name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.  
| | | (b) E-mail the reference with a copy of the standard reference questionnaire.  
| | | (c) Instruct the reference to:  
| | | (i) complete the reference questionnaire;  
| | | (ii) sign and date the completed reference questionnaire;  
| | | (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as “[Respondent Name] Reference for RFP 34349-60522.”  
| | | NOTES:  
| | | ▪ The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.  
| | | ▪ The State will not review more than the number of required references indicated above.  
| | | ▪ While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.  
| | | ▪ The State is under no obligation to clarify any reference information.  
| | | B.18. Provide a statement and any relevant details addressing whether the Respondent is any of the following:  
| | | (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;  
| | | (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;  
| | | (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and  
| | | (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.  
| | | B.19. Provide a narrative that demonstrates that the Respondent has experience providing similar services for a public or private healthcare entity. The narrative should describe, at minimum, services provided and any specialized training relating to HIPAA and personally identifiable information. 

---

RFP ATTACHMENT 6.2. — SECTION B (continued)
<table>
<thead>
<tr>
<th>Response Page #</th>
<th>Item Ref.</th>
<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Respondent completes)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCORE (for all Section B—Qualifications & Experience Items above): 
(maximum possible score = 30)

State Use – Evaluator Identification:
TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

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

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

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

<table>
<thead>
<tr>
<th>Respondent Legal Entity Name:</th>
<th>Item Ref.</th>
<th>Section C — Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1.</td>
<td>Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.2.</td>
<td>Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.3.</td>
<td>Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.4.</td>
<td>Provide a narrative that illustrates how the Respondent will ensure a competent workforce.</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.5.</td>
<td>Provide a narrative that illustrates how the Respondent will ensure the capacity to produce all deliverables with the stated timeframes.</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.6.</td>
<td>Provide a narrative that illustrates how the Respondent will provide quality assurance documents as requested to track various measurables such as call volumes, wait times, turnaround times, number of appointments scheduled, etc.</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.7.</td>
<td>Provide a narrative that illustrates how the Respondent will investigate and follow up on complaints/ issues as they arise, including turnaround time for resolution.</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.

\[
\text{Total Raw Weighted Score:} \quad \frac{(\text{sum of Raw Weighted Scores above})}{40} \times 40 = \text{SCORE:}
\]

State Use – Evaluator Identification:
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section C—Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
</table>

State Use – Solicitation Coordinator Signature, Printed Name & Date:
**COST PROPOSAL & SCORING GUIDE**

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

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the Pro Forma Contract section C.1. (refer to RFP Attachment 6.6.), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to legally bind the Respondent.

<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>Proposed Cost</th>
<th>State Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Evaluation Factor</td>
</tr>
<tr>
<td>One time technology implementation and integration fee</td>
<td>$</td>
<td>One-Time Payment 1</td>
</tr>
<tr>
<td>Mailings</td>
<td>$</td>
<td>/ Mailing 5,000</td>
</tr>
<tr>
<td>Text Messages</td>
<td>$</td>
<td>/ Text Segment 18,000</td>
</tr>
<tr>
<td>Language line fees for languages other than English and Spanish</td>
<td>$</td>
<td>/ Minute 9,654</td>
</tr>
<tr>
<td>Customer Service/IT Customer Service Agents</td>
<td>$</td>
<td>/ Worked Hour 1,212,300</td>
</tr>
<tr>
<td>Clinical and/or Training Support Associates</td>
<td>$</td>
<td>/ Worked Hour per Associate 3,030</td>
</tr>
</tbody>
</table>
### RESPONDENT LEGAL ENTITY NAME:

<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>Proposed Cost</th>
<th>State Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Evaluation Factor</td>
</tr>
<tr>
<td>Management/Technology Associates</td>
<td>$</td>
<td>7,000</td>
</tr>
<tr>
<td></td>
<td>/ Worked Hour per Associate</td>
<td></td>
</tr>
<tr>
<td>MMS Messages</td>
<td>$</td>
<td>1,208,329</td>
</tr>
<tr>
<td></td>
<td>/ Text Segment</td>
<td></td>
</tr>
<tr>
<td>Web Portal multi-factor authentication</td>
<td>$</td>
<td>476,547</td>
</tr>
<tr>
<td></td>
<td>/ Authentication</td>
<td></td>
</tr>
</tbody>
</table>

#### EVALUATION COST AMOUNT (sum of evaluation costs above):

The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

\[
\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30 = \text{SCORE:}
\]

*State Use – Solicitation Coordinator Signature, Printed Name & Date:*
REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.).
RFP # 34349-60522 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The “reference subject” specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

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

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

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

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

<table>
<thead>
<tr>
<th>NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
</tr>
<tr>
<td>TELEPHONE #</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
</tr>
</tbody>
</table>

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

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

1 2 3 4 5

least satisfied most satisfied
If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject’s project management structures, processes, and personnel?

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

1 2 3 4 5

least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?
(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

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

1 2 3 4 5
least satisfied most satisfied

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

(12) Would you contract again with the reference subject for the same or similar goods or services?

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

1 2 3 4 5
least satisfied most satisfied

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

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

________________________________________________________
(must be the same as the signature across the envelope seal)

DATE: _________________________________________________

RFP # 34349-60522
### Score Summary Matrix

<table>
<thead>
<tr>
<th>GENERAL QUALIFICATIONS &amp; EXPERIENCE (maximum: 30)</th>
<th>RESPONSANT NAME</th>
<th>RESPONSANT NAME</th>
<th>RESPONSANT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REPEAT AS NECESSARY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AVERAGE:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH (maximum: 40)</th>
<th>RESPONSANT NAME</th>
<th>RESPONSANT NAME</th>
<th>RESPONSANT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REPEAT AS NECESSARY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AVERAGE:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COST PROPOSAL (maximum: 30)</th>
<th>RESPONSANT NAME</th>
<th>RESPONSANT NAME</th>
<th>RESPONSANT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCORE:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)</th>
<th>RESPONSENT NAME</th>
<th>RESPONSANT NAME</th>
<th>RESPONSANT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCORE:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 34349-60522

33
RFP # 34349-60522 PRO FORMA CONTRACT

The Pro Forma Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.
CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Health ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Covid-19 Call Center Services, 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 Contract, definitions shall be as follows and as set forth in the Contract:
   c. "Contacts" means persons identified as a Close Contact to a confirmed or probable Case of COVID-19.
   d. "HIPAA" means the Health Insurance Portability and Accountability Act, as defined in Section D.20. of this Contract.
   e. "HIPAA Compliance Officer" means a State employee tasked with developing, managing, and implementing processes to ensure that the organization is in compliance with applicable federal and state HIPAA regulations and guidelines, particularly regarding access to and use of protected health information (PHI).
   f. "HIPAA Training" means Annual web-based training required of all State staff regarding HIPAA and protocols for handling protected health information.
   g. "IS" means information services.
   h. "IT" means information technology.
   i. "MMS" means Multimedia Messaging Service.
   j. "PII" means personal identifiable information, as defined in HIPPA, and any other relevant laws, rules, and regulations.
   k. "PHI" means Protected Health Information, as defined in HIPAA, the Health Information Technology for Economic and Clinical Health Act, and any other relevant laws and regulations regarding privacy.
   l. "Resources" means the Contractor’s employees providing Case investigation and Contact monitoring services for the State.
   m. "REDCap System:" means a platform that houses the State centralized interview and monitoring database system.
   n. "Title VI Training" means annual web-based training required of all State staff providing an overview of federal Title VI of the Civil Rights Act of 1964.
   o. "Text Segment" means the length of a text message with a maximum characters of 160.
A.3. The Contractor shall provide a written plan stating the minimum number of Resources to provide Case investigation and Contact monitoring services for the State. The Contractor shall execute the plan upon written approval by the State. The Contractor shall:

a. Complete annual HIPAA Training and Title VI Training for all Resources before contacting Cases and Contacts and require of its Resources that information with PHI shall not be removed from the monitoring database system or the portal. Ensure that the Contractor’s HIPAA compliance officer shall be on staff to assist with training, provide day-to-day assistance and have regular communication with the State’s HIPAA Compliance Officer.

b. Perform Case investigation and Contact monitoring in the manner/method indicated by the State.

c. Provide support and information about COVID-19, and gather information about Cases and Contacts in the manner/method indicated by State;

d. Communicate with Cases and Contacts in a professional and empathetic manner;

e. Triage and coordinate next steps for support for Cases and Contacts as outlined in REDCap, including referral to informational and support resources developed/recommended by the Contractor and agreed upon by the State;

f. Provide Cases with information about State isolation requirements and documentation of when cases can be released from isolation;

g. Call persons identified as Contacts to a Case to notify them of their exposure status;

h. Provide Contacts with State-approved information about State quarantine procedures, and if appropriate, refer them to testing according to protocol and/or to COVID-19 informational and support resources developed/recommended by the Contractor and agreed upon by the State;

i. Escalate issues to the State through State prescribed time and mechanism. The Contractor shall provide a staff directory, including position description, phone number, including after-hours contact, and email, upon request;

j. Perform text messaging, email, skiptracing, and translation services as part of Case investigation and active monitoring upon request by the State and at the mutual agreement of the Contractor. The Contractor shall record and catalog all individual calls made by Resources and provide recordings to the State upon request and shall provide audio files via secure email;

   i. For text messaging, one way push is acceptable.

k. Send MMS, as requested by the State and at the mutual agreement of Contractor.

l. Provide letters of authenticity and for isolation and quarantine release by secure e-mail, postal mail or other electronic means. Generate letter content as instructed by the State; Letters should be standard size and be a 1-2 single-sided page.

m. Develop, test, implement, host and maintain a web portal for the State that will provide frequently asked questions, lab test results, quarantine letters, and other pertinent information as requested by the State. The Contractor shall design the web portal to include appropriate security controls to protect the web portal from the following security risks:

   i. Prevent injection of SQL, NoSQL, OS, and LDAP that may occur when untrusted data is sent to an interpreter as part of a command or query. Hostile data can trick the interpreter into executing unintended commands or accessing data without proper authorization.

   ii. Properly implement authentication and session management to prevent attackers from compromising passwords, keys, or session tokens, or to
exploit other implementation flaws to assume other users’ identities temporarily or permanently.

iii. Protect sensitive data with encryption in accordance with E.7.a.(2) to prevent attackers from stealing or modifying weakly protected data that can be used to conduct credit card fraud, identity theft, or other crimes.

iv. Properly configure XML processors to evaluate external entity references within XML documents.

v. Implement proper access control to restrict what authenticated users are allowed to do on the web portal.

vi. Securely configure, and patch/upgrade in a timely fashion, default configurations, ad hoc configurations, open cloud storage, HTTP headers, and error messages to ensure confidential information is protected.

vii. Prevent injection attacks against the portal through proper validation of all input. Also, prevent escaping or updating an existing web page with user-supplied data using a browser API that can create HTML or JavaScript. Such measures stop attackers from executing scripts in a browser that hijack user sessions, deface web sites, or redirect the user to malicious sites.

viii. Mitigate insecure deserialization, which can lead to remote code execution, or less often can result in replay attacks, injection attacks, and privilege escalation attacks.

ix. Avoid using components such as libraries, frameworks, and other software modules, with known vulnerabilities. If a vulnerable component is exploited, such an attack can facilitate serious data loss or server takeover.

x. Use sufficient logging and monitoring, coupled with missing or ineffective integration with incident response, to prevent attackers from further attacking systems, maintaining persistence, pivoting to more systems, and tampering, extracting, or destroying data.

n. Contact (text or call) individuals who tested negative for COVID-19 and provide them with their negative test results no later than twenty-four (24) hours after results are available.

o. Provide inbound call center for individuals who were tested for COVID-19 to call for their results.

p. Provide inbound call center that encompasses all services required for Contact tracing and monitoring.

q. Provide inbound call and follow-up support to individuals inquiring about COVID-19 vaccination information to include scheduling waiting list and vaccination appointments at the caller’s request through the State’s designated scheduling platform.

r. Provide initial and continuous education or training to Resources upon consultation with State. The Contractor shall ensure that Resources leading this education/training effort are experienced in Public Health, Health Communications, Epidemiology, Disease Surveillance, or a related field.

s. Routinely audit calls, according to the State’s specification, to identify gaps in data quality, customer service, or PII protections and report findings to State at least weekly.

t. The Contractor shall have the technology, including webinar, telephone conference, etc. and capacity to quickly and effectively provide timely information to Resources and the State on a daily basis in a manner agreed upon by the Contractor and State.

u. The Contractor shall have three weeks after contract effective date to:
   i. Ensure data access for all required systems (Week 1)
ii. Recruit and hire agents, if necessary (Week 1)

iii. Complete train the trainer sessions conducted by State staff (Week 2)

iv. Conduct training for agents (Week 3).

A.4. The State shall:

To facilitate the Contractors’ performance of the services described in this Contract, the State shall:

a. The State shall provide approval of the plan referenced in Section A.3, above, in writing within one (1) week of receiving the plan from the Contractor. Once approved, Contractor shall execute the plan accordingly.

b. Authorize Contractor to act as State’s agent and represent itself on behalf of the State with respect to the services described herein.

c. Provide consent for Contractor to use autodialer equipment or its equivalent in the performance of the services.

d. Provide Contractor with education materials, call scripts, community resource contact information, and responses to frequently asked questions (FAQ) from Cases and Contacts. Educational resources and FAQs will be developed in collaboration with the State and the Contractor. State and/or Contractor shall update information as needed throughout the Term.

A.5. The Parties shall monitor progress and, with the State’s approval, increase or decrease the number and/or assignment of Resources, if needed

The Contractor shall provide Resources seven (7) days per week from the hours of 9:00 AM to 6:30 PM CST upon the conclusion of the three week transition period in A.3.u. of this Contract. The Parties may make adjustments to the hours and/or Resources’ workloads may be made upon mutual agreement of the Parties. The State will provide at least fourteen (14) days’ notice for downward adjustments to the Resources’ workloads. The Contractor shall provide at least fourteen (14) days’ notice for downward adjustments to the Resources under this Contract.

A.6. The Contractor shall provide a liaison to coordinate services provided by the Resources with the State and local health departments.

A.7. The Contractor shall conduct operational meetings as directed by the State to discuss performance of the Contract and to address any obstacles to performance or other issues that might arise. The Contractor shall ensure that all appropriate staff are in attendance.

A.8. The Contractor shall have IS and IT departments to provide sufficient technical support to Resources.

A.9. The Contractor and its Resources shall not download or save any confidential data (personal identifiable information and/or protected health information) outside of the REDCap system or the web portal. If the Contractor determines that confidential data should be removed from the REDCap system for Contractor to complete the services detailed herein, and destruction of confidential data is infeasible, the Contractor shall extend the protections stated in the Business Associate Agreement and section E.4. to such confidential data, and limit use and disclosure to only purposes required to perform the services for so long as Contractor has confidential data in its possession. The Contractor shall not remove any confidential data without first obtaining written approval by the State.

A.10. The Contractor shall incorporate data quality improvements into its daily operations that are outlined in the data quality guides, attachments 4 and 5, developed by the State case investigation and State contact monitoring teams. The Contractor shall:
a. Review and correct records with data quality issues noted on the periodic reports as specified by the State.

c. Scale staff/operations to meet data quality needs.

d. Improve documentation in REDCap including, but not be limited to, ensuring records marked as complete have all appropriate fields completed, ensuring minimum case interview data element of pregnancy status is completed, and ensuring minimum case interview data element of date of symptom onset/specimen collection is completed.

e. The Contractor and the State shall routinely review initial and continuous training needs for Case investigation and Contact monitoring staff on a monthly basis.

A.11. Service Level Agreements.

a. The Contract must be able to adequately staff and handle the call volume to maintain a wait time less than ten (10) minutes.

b. The maximum hold time for a caller shall be ten (10) minutes.

c. All calls must be answered by a live operator. Robo calls will not be accepted.

d. 80% of all calls should be resolved without transfer.

e. The Contractor shall resolve at least 95% of all calls.

f. The Contractor shall attempt at least four (4) times to reach an individual who has come in contact with Covid-19. In times of high transmission, the Contractor and the State will come to a separate agreement on the number of times the Contractor should attempt to reach an individual who has come in contact with Covid-19.

g. Contractor’s agents shall be assessed on the following factors for test result:
   i. Accurate and timely information

h. Contractor’s agents shall be assessed on the following factors for vaccine scheduling:
   i. Ability to complete appointments and providing correct information.

i. Contractor’s agents shall be assessed on the following factors for case investigation and contact notification:
   i. Call completion, collection of quality data, ability to provide recommendations and resources.

j. The Contractor shall acquire the following information for every call:
   i. Caller phone number
   ii. The start time, end time, and total duration of the call

A.12. The Contractor operations shall be located in the United States. The Contractor shall employ U.S. Citizens or persons authorized to work in the U.S.

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.1. TERM OF CONTRACT:

This Contract shall be effective on DATE (“Effective Date”) and extend for a period of twelve (12) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, 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 Written Dollar Amount ($Number) (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

<table>
<thead>
<tr>
<th>Goods or Services Description</th>
<th>Amount (per compensable increment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One time technology implementation and integration fee</td>
<td>$ Number</td>
</tr>
</tbody>
</table>
Mailings | $ Number per mailing
---|---
Text Messages | $ per Text Segment
Language line fees for languages other than English and Spanish | $ per minute
Customer Service/ IT Customer Service Agents | $ per Work Hour
Clinical and/or Training Support Associates | $ per Worked Hour per Associate
Management/Technology Associates | $ per Worked Hour per Associate
Multimedia Messaging Services Messages | $ per Text Segment
Web Portal multi-factor authentication | $ per each authentication

c. For purposes of this Contract a “Worked Hour” represents time spent talking with Cases, Contacts or other persons, after call work (documenting call content), QA, supervisor time, workforce management, technology integration, time spent logged into the phone system to handle calls, and all other functions that Resources will perform hereunder. Worked Hours will include required breaks, training and briefing activities and is the time entered by agents in Contractor’s internal time tracking system and/or allocation sheets. Support personnel, including management functions, trainers (that perform ongoing training), and technical personnel shall be billable on a “Worked Hour” basis.
d. For purposes of this Contract, a “Text Message” is defined as the act of composing and sending electronic messages, typically consisting of alphanumeric characters, between two or more users of mobile devices, desktops/laptops, or other type of compatible computer. Each Text Message or MMS Message will be limited to a “Text Segment” of no more than 160 alphanumeric characters. For calculation purposes of the text messages fee, each Text Segment will charge at the applicable rate set forth in the fee table in Section C.3.b. above.
e. With respect to the build-out of the lab results web portal, Contractor will be compensated for its Technology staff for the building, testing and implementation of the web portal in conjunction with the State, at the rates set forth in the table in Section C.3.b. per Worked Hour.
f. Vaccination support work should be invoiced separately from the contact monitoring work.

C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Lisa Hanner, CEDEP
710 James Robertson Parkway, 4th Floor
Nashville, TN 37243

a. Each invoice, on Contractor’s letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Department of Health, CEDEP;
(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:

Lisa Hanner, Business and Grants Manager  
Tennessee Department of Health  
710 James Robertson Pkwy, 4th Floor  
Nashville, TN 37243  
Lisa.Hanner@TN.gov  
Telephone # 615-253-1395

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 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, 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 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 1, Attachment 2, Attachment 3, and Attachment 4;

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.** 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. 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. 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. 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 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, certified 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


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. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.
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. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:

   (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
   (2) Any pricing related to the new lines, items, or options;
   (3) The expected effective date for the availability of the new lines, items, or options; and
   (4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.3. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor’s goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.4. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

a. Contractor services include the creation of and access to Confidential State Data. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

   (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

   (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.

   (3) The Contractor and the Contractor’s processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization
("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor’s and Subcontractor’s annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor’s opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. “Processing Environment” shall mean the combination of software and hardware on which the Application runs. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

(5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL:
The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s or Subcontractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor’s and Subcontractor’s compliance with the State’s Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:

(1) “Disaster Recovery Capabilities” refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 (one) hour.

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 16 (sixteen) hours.

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State’s RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.5. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, et seq., or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor’s operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER’S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

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

E.7. 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 34349-60522 (Attachment 3) 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:

E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal
awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the
Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended
from time to time during the term. Violations must be reported to the Department of Health and
Human Services and the Centers for Disease Control and the Region 4 Office of the
Environmental Protection Agency.

E.9. 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.10. 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.


IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HEALTH:

LISA PIERCEY MD, MBA, FAAP COMMISSIONER DATE
ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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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
THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter Agreement) is between Tennessee Department of Health (hereinafter Covered Entity) and Contractor (hereinafter Business Associate). Covered Entity and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy Rule (45 C.F.R. Part 160 and Part 164, Subparts A and E) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191.

Business Associate acknowledges that effective February 17, 2010, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, entitled the “Health Information Technology for Economic and Clinical Health” (HITECH) Act, which modifies the HIPAA Privacy and Security Rules, subjects and obligates the Business Associate to protect patient health information to the same extent and manner as the Covered Entity under the Privacy Rule. 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 shall apply to a business associate of a covered entity in the same manner that these sections apply to a covered entity.

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (PHI) (defined in Section 1.13 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein. In accordance with the Privacy Rule, which requires Covered Entity to have a written contract with each of its business associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this Agreement.

1. DEFINITIONS

1.1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.304, 164.501, and 164.504.

1.2. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of the PHI except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. 42 U.S.C.A. § 17921.

1.3. “Breach of system security” under T.C.A. § 47-18-2107 means unauthorized acquisition of unencrypted computerized data or encrypted computerized data and the encryption key that materially compromises the security, confidentiality, or integrity of Personal Information maintained by the information holder.

1.4. “Designated Record Set” shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.5. “Electronic Health Record” shall have the same meaning as set forth in the HITECH Act.

1.6. “Electronic Protected Health Information (EPHI)” shall have the same meaning as set forth in 45 C.F.R. § 160.103, limited to the information that the Business Associate creates, receives, maintains, or transmits for or on behalf of the Covered Entity.

1.7. “Health Care Operations” shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.8. “Individual” shall have the same meaning set out in its definition at 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.9. “Information Holder” means any person or business that conducts business in this state, or any agency of the state of Tennessee or any of its political subdivisions, that owns or licenses computerized Personal Information of Tennessee residents. T.C.A. § 47-18-2107(a)(3).

1.10. “Personal Information” means an individual’s first name or first initial and last name, in combination with any one (1) or more of the following data elements: social security number; driver’s license number; or account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. T.C.A. § 47-18-2107(a)(4)(A).
1.11. "Privacy Official" shall have the meaning set out in its definition at 45 C.F.R. § 164.530(a)(1).

1.12. "Privacy Rule" shall mean the standards for privacy for Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.13. "Protected Health Information (PHI)" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.14. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

1.15. "Security Event" shall mean an immediately reportable subset of Security Incidents which would include:

   a) a suspected penetration of Business Associate's information system of which the Business Associate becomes aware but for which it is not able to verify within FORTY-EIGHT (48) HOURS (of the time the Business Associate became aware of the suspected incident) that PHI or other confidential data was not accessed, stolen, used, disclosed, modified, or destroyed;

   b) any indication, evidence, or other security documentation that the Business Associate's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems, or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Business Associate cannot refute the indication within FORTY-EIGHT (48) HOURS of the time the Business Associate became aware of such indication;

   c) a Breach of the security of the Business Associate's information system(s) (see definition 1.3 above) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification, or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of PHI;

   d) the unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification, or destruction, of unencrypted PHI or other confidential information of the Covered Entity by an employee or authorized user of Business Associate's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the Covered Entity; and/or

   e) a Security Incident involving 500 or more patients (see definition 1.16).

If data acquired (including, but not limited to, access to or use, disclosure, modification, or destruction of such data) is in encrypted format, but the decryption key which would allow the decoding of the data is also taken, the Parties shall treat the acquisition as a Breach for purposes of determining appropriate response.

1.16. "Security Incident" shall have the meaning set out in 45 C.F.R. § 164.304, that is, the attempt or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. A Security Incident involving 500 or more patients shall be reported to HHS immediately, and a Security Incident involving less than 500 patients shall be reported to HHS annually.


1.18. "Service Contract" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate, under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. All Services Contracts are amended by and incorporate the terms of this Agreement.

1.19. "Unsecured Protected Health Information" is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under 42 U.S.C.A. § 17932(h)(2). If decoding of the data is also taken, the Parties shall treat the acquisition as a Breach for purposes of determining appropriate response.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)
2.1. Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, Service Contracts, or as required by law. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.

2.2. Business Associate agrees to implement administrative, physical, and technical safeguards, including policies, that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI, including EPHI, that it creates, receives, maintains, or that it transmits on behalf of Covered Entity, to prevent the use or disclosure of PHI other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose PHI only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure of PHI, as necessary.

2.3. Business Associate shall, following a Breach of Unsecured Protected Health Information, as defined in the HITECH Act, immediately notify the Covered Entity pursuant to the terms of 45 C.F.R. § 164.410 and cooperate in the Covered Entity’s analysis procedures, including risk assessment, if requested. A Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known, or should have been known, or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide notification to the Covered Entity without unreasonable delay and in no event later than five (5) business days of any suspected or actual Breach of security, intrusion, or unauthorized use or disclosure. Such notification will contain the elements required in 45 C.F.R. § 164.410.

2.4. Business Associate shall, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 C.F.R. §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements become applicable to business associates. Business Associate will not accept payment in exchange for PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable patient/Individual. Business Associate shall not engage in any communication which might be considered marketing under the HITECH Act. Further, Business Associate shall, pursuant to the HITECH Act and its implementing regulations, comply with applicable requirements of the Security Rule, contained in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, at such time as the requirements are applicable to business associates.

2.5. Business Associate shall within ten (10) business days of a written request from the Covered Entity and its agents or subcontractors allow the Covered Entity to conduct a reasonable inspection of the facility, systems, books, records agreements, policies, and procedures relating to the use or disclosure of Protected Health Information pursuant to this Agreement for the purpose of monitoring compliance with the terms of this Agreement.

2.6. Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, created, or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.7. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate agrees to require its employees, agents, and subcontractors to immediately report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement, and to report to Covered Entity any use or disclosure of PHI not provided by or agreed upon in this Agreement.

2.8. If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, provided that Business Associate shall have at least thirty (30) days from Covered Entity’s notice to provide access to or deliver such information.

2.9. If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to make an amendment.

2.10. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of PHI received from, created by, or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary, in a time and
manner designated by the Covered Entity or the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.11. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 C.F.R. § 164.528.

2.12. Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) a brief description of the disclosed information; and (d) a brief explanation of the purpose and basis for such disclosure.

2.13. Business Associate agrees it must use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.14. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.15. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.

2.16. Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity, document subsequent uses and disclosures of such information by Business Associate, and upon request, provide Covered Entity with reasonable access to examine and copy such records and documents during normal business hours of Business Associate.

2.17. Business Associate agrees that Covered Entity may at any time review Business Associate's privacy policies and procedures to determine whether they are consistent with Covered Entity's policies, procedures, and privacy practices, and shall promptly notify Business Associate in writing regarding any modifications Covered Entity may reasonably believe are needed in order to meet Covered Entity's requirements.

2.18. If Business Associate receives a request from an Individual for a copy of the Individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the Individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other Individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.19. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1. Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates" as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.

3.2. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management, and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation of its compliance with the Security Rule.
3.3. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI received from, maintained by, or created for Covered Entity, or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, shall execute a bilateral contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, incorporating the same restrictions and conditions in this Agreement with Business Associate regarding PHI.

3.4. Tennessee Consumer Notice of System Breach. Business Associate understands that the Covered Entity is an Information Holder (as Business Associate may be as well) under the terms of T.C.A. § 47-18-2107 and that in the event of a Breach of the Business Associate's system security, as defined by that statute and Definition 1.3 of this Agreement, the Business Associate shall indemnify and hold Covered Entity harmless for expenses and/or damages related to the Breach. Such obligations shall include, but are not limited to, notifications to any Tennessee resident whose Personal Information is reasonably believed to have been acquired by an unauthorized individual. In the event that the Business Associate discovers circumstances requiring notification of more than a thousand (1,000) persons at one time, all consumer reporting agencies and credit bureaus that compile and maintain files on consumers on a nationwide basis, as defined by 15 U.S.C. §1681a, shall also be notified on each person's behalf without unreasonable delay of the timing, distribution, and content of the notices. Substitute notice, as defined in T.C.A. § 47-18-2107(e) (3), shall not be permitted except as approved in writing in advance by the Covered Entity.

3.5. Reporting of Security Incidents. The Business Associate shall track all Security Incidents. The Business Associate shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of Security Incidents and responses for Business Associate's operations. However, the Business Associate shall expeditiously notify the Covered Entity's Privacy Official of any Security Incident, which would constitute a Security Event as defined by this Agreement, including any Breach of system security under T.C.A. § 47-18-2107, in a preliminary report within five (5) business days of any unauthorized acquisition including, but not limited to, use, disclosure, modification, or destruction of PHI by an employee or otherwise authorized user of its system of which it becomes aware with a full report of the incident within ten (10) business days of the time Business Associate became aware of the incident.

3.5.1. Business Associate shall identify in writing key contact persons for administration, data processing, marketing, information systems, and audit reporting. Upon request, Business Associate shall notify Covered Entity of any reduction of in-house staff persons during the term of this Agreement in writing within ten (10) business days.

3.6. Contact for Security Event Notice. Notification for the purposes of Sections 2.7, 3.4, and 3.5 shall be in writing and made by certified mail or overnight parcel, with supplemental notification by facsimile and/or telephone as soon as practicable, to the designated Privacy Official of the Covered Entity in accordance with Section 8.5, Notices and Communications.

3.7. Security Compliance Review upon Request. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the security of EPHI received from, created by, or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.


4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

4.2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate. In the event a Party to this Agreement receives a subpoena, court order, or other demand for the information in this Agreement, the receiving Party shall immediately inform the other Party in writing concerning the demand.

4.3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or provided that, if Business Associate discloses any Protected Health Information to a third party for such a
purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality of Protected Health Information and not to use or further disclose such information except as required by law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which the third party becomes aware that the confidentiality of the Protected Health Information is Breached.

4.4. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

5. OBLIGATIONS OF COVERED ENTITY

5.1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

5.2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information if such changes affect Business Associate’s permitted or required uses.

5.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use of Protected Health Information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7. TERM AND TERMINATION

7.1. Term. This Agreement shall be effective as of the date on which it is signed by both Parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3 below shall apply.

7.2. Termination for Cause.

7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees that Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy Rule or this Agreement.

7.2.2. Upon Covered Entity’s knowledge of a material breach by Business Associate,

7.2.2.1. Covered Entity shall, whenever practicable, provide a reasonable opportunity for Business Associate to remedy the breach or end the violation.

7.2.2.2. If Business Associate has breached a material term of this Agreement and remedy is not possible or if Business Associate does not remedy a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and Service Contracts.

7.2.2.3. If neither remedy nor termination is feasible, Covered Entity shall report the violation to the Secretary.

7.3. Effect of Termination.

7.3.1. Except as provided in Section 7.3.2 below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the Protected Health Information. This Section shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that the return or destruction of Protected Health
Information is unfeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

8. MISCELLANEOUS

8.1. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

8.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Business Associate and Covered Entity shall comply with any amendment to the Privacy Rule, HIPAA, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

8.3. Survival. The respective rights and obligations of Business Associate under Section 7.3 of this Agreement shall survive the termination of this Agreement.

8.4. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.

8.5. Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective Party at the appropriate facsimile number or address as set forth below, or to such other Party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

Tennessee Department of Health
Sara C. Warner
Privacy Officer
710 James Robertson Parkway
5th Floor
Nashville, TN 37243
Telephone: 615-253-2637 or 877-280-3926
Fax: 615-253-3926

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery, as of the date specified for overnight courier service delivery, as of three (3) business days after the date of mailing, or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

8.6. Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party’s right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party’s right to demand strict compliance with all provisions of this Agreement.

8.7. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court’s determination. In the even
that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

8.9. **Compensation.** There shall be no remuneration for performance under this Agreement except as specifically provided by, in, and through, contractual relationships referenced herein.

IN WITNESS THEREOF,

TENNESSEE DEPARTMENT OF HEALTH:

__________________________
LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER

__________________________
Contractor

__________________________
NAME AND TITLE

__________________________
DATE
Placeholder for Diversity information.
1: NO FINAL DATE
   1. Check that either any notification is marked as “Answered” or that at least 4 notification attempts have been made.
      a. If contact ever answered a call, the answered date on the Notification Attempt form should equal the Final Date (on the Final Outcome form).
      b. If the contact never answered a call, then complete Final Date using the most recent notification attempt date.

2: ONSET DATE AFTER CLOSEOUT DATE
   1. Review call to determine if symptom onset date was asked on any “Answered” call where the individual reported symptoms. Complete onset date field correctly based on call review.
   2. If no symptoms onset date is marked and contact reported symptoms:
      a. If last day of quarantine is <=14 days from the day of review, then call individual to obtain symptom onset date. If contact is unable to provide an onset date, then Onset date = notification attempt date that a contact reported symptoms
      b. If last day of monitoring is >14 days from the day of review, then the date of the notification attempt where the contact reported symptoms should be listed as the onset date.

3: MARKED COMPLETE WITH NO DAILY NOTIFICATION ATTEMPTS RECORDED
   1. Ensure no calls were attempted to the number.
      a. If calls were attempted then complete notification attempts accordingly and mark the final outcome to best match the information in the notification attempts.
      b. If no calls were made, then move to Step 2.
   2. If last day of quarantine is after the date the record is being reviewed, then reset Final Outcome and Final Date to blank. This will put the individual back on the dialer list to be called.
   3. If last day of quarantine is before date of review, then change Final Outcome to “Lost to Follow Up” and add any relevant notes about why the person was not called.

4: MARKED COMPLETE WITH NO ANSWERED CALL RECORDED
   1. Ensure that no calls were made to the number that were “answered.” If an answered call was made then update or add notification attempts forms to reflect the answered call and any information in the call recording.
   2. If four or more calls were attempted and all calls were “Unable to Answer” or “Left Voicemail” then mark “Lost to Follow-Up” as the Final Outcome.
      a. If fewer than 4 calls were made, then follow guidance for Error 5: Marked LTFU With Fewer Than Four Recorded Attempts.
3. If any calls are marked as “Wrong Number/Disconnected,” then change Final Outcome to “Wrong Number/Disconnected.” Before doing this, check and make sure that no other attempts or notes fields indicate that the person was actually reached (i.e. make sure wrong number was not accidentally selected for the notification attempt status). Make sure no other individuals at the same number were reached either.

5: MARKED LTFU WITH FEWER THAN FOUR RECORDED ATTEMPTS
1. Check call history to the phone number and make sure that at least 4 outgoing calls have been made to the number. If yes, check calls and add notification attempts/final outcome based on call attempts that have been made.
2. If 4 call attempts have NOT been made, or calls did not include questions about the specific person (for example if call was completed for person A in a household, but the agent didn’t ask about person B in the same household with the same phone number):
   a. If last day of monitoring is BEFORE the date the record is reviewed then leave all info as is. Record should be marked as “Lost to Follow Up.”
      i. NOTE: The code does account for this, but depending when the record is reviewed vs. when the code was run, there may be a few that fall in this situation
   b. If last day of monitoring is AFTER the date the record is reviewed then reset final outcome and final date to blank. This will pull the record back onto the dialer list to continue to get calls.

6: MARKED LTFU WITH ONE OR MORE ANSWERED CALLS
1. Review calls for any notification attempts marked as “Answered.”
   a. If the call was not actually answered by the client, select the most appropriate other choice and update any other information in the attempt.
   b. If one or more notification calls were answered, make sure all call information is correctly recorded and update Final Category to the most appropriate other option.

7: MARKED CONTACT DEVELOPED SYMPTOMS WITH NO ONSET DATE
1. Listen to the call recording and complete onset date field in the Answered attempt.
2. If the agent did not ask for an onset date, enter the call date of the call during which the contact first reported symptoms.

8: MARKED CONTACT DEVELOPED SYMPTOMS WITH NO/INCOMPATIBLE SYMPTOMS
1. Review call and change category if no symptoms reported and individual does not report testing positive.
2. If contact reports testing positive within the past 90 days, then mark the appropriate check box at the bottom of the Demographics tab indicating that the person tested positive for COVID-19
3. Put a comment in the Notes box on the Final Outcome page indicating “individual tested positive.”
9: WRONG FINAL CATEGORY - SHOULD BE MARKED AS CONTACT DEVELOPED SYMPTOMS
1. Review call and ensure contact reported symptoms or a positive test.
2. Change final category to Contact developed symptoms. Even if a contact meets another category, for example “Out of State,” mark “Contact developed symptoms”
3. If contact had a positive test, mark the checkbox at the bottom of the Demographics form indicating the individual tested positive.
4. If contact did NOT report symptoms in the recording, uncheck all symptoms on the Notification Attempts, change Onset Date and other symptom related fields to No or blank. Mark the most appropriate other final category.

10: STAYING IN TN - SHOULD NOT BE MARKED AS OUT OF STATE
1. Review the call and ensure the address/city/state and “Staying in TN?” question were completed correctly. If not, correct those fields and ensure the correct final category is marked.
2. If the contact is truly planning to stay in TN during their quarantine period, then review the remainder of the call to mark the most appropriate other Final Category.

11: MARKED AS OUT OF STATE WITH A TN ADDRESS
1. Review the call and ensure the address/city/state and “Staying in TN?” question were completed correctly. If not, correct those fields and ensure the correct final category is marked.
2. If the contact is truly planning to stay in another state during their quarantine period, then review the remainder of the call to mark the most appropriate other Final Category.

12: MARKED AS OUT OF STATE WITH NO CITY OR STATE RECORDED
1. Review the call and ensure the address/city/state and “Staying in TN?” question were completed correctly. If no city or state was provided on the call, then change the Final Category to the most appropriate other option (i.e. “Complete,” “Contact Developed Symptoms,” etc.).
2. Check the field history (the little H next to the text box) to make sure that an address/city/state did not get accidentally erased. If an address was previously available and appears to be correct based on the call recording, re-enter that data into the field.

13: MARKED WRONG NUMBER/DISCONNECTED WITH 1+ ANSWERED CALL
1. Review call recording and update notification attempts and final category to reflect recording/dialer.
2. If a call was answered and someone verbally indicated the contact was not available at the indicated number, then change the Notification Attempt first question to Wrong Number/Disconnected instead of Answered.
14: MARKED WRONG NUMBER BUT ANOTHER CASE/CONTACT AT THIS NUMBER SUCCESSFULLY REACHED
1. Review calls for contact and others at the same phone number. If not questions asked about contact on any calls, update any available information and change notification attempts question to “Answered” or “Unable to leave voicemail” and change final category to “Lost to Follow Up”
2. If questions were answered for the current contact on another call (for another contact at the number), then update all available information and mark most appropriate Final Category (i.e. “Complete,” “Contact Developed Symptoms,” etc.)

15: MARKED REFUSED WITH NO ANSWERED CALLS
1. Ensure that no calls were made to the number that were “answered” but marked as “unable to leave voicemail,” “Left voicemail,” etc. for the Notification Result. If an answered call was made then update or add notification attempts forms to reflect the answered call and any information in the call recording. If the patient refused part way through the call, then all the Notification Result questions and information until the call ended should be marked as if the call was being completed.
2. If four or more calls were attempted and all calls were “Unable to Answer” or “Left Voicemail” then mark “Lost to Follow-Up” as the Final Outcome.
3. If any calls are marked as “Wrong Number/Disconnected,” then change Final Outcome to “Wrong Number/Disconnected.” Before doing this, check and make sure that no other attempts or notes fields indicate that the person was actually reached (i.e. make sure wrong number was not accidentally selected for the notification attempt status). Make sure no other individuals at the same number were reached either.

16: PHONE NUMBER BLANK OR CHANGED TO BLANK
1. Check the history of the field by clicking on the little H button right next to the phone number text box field.
   a. If a phone number was previously available, copy and paste the phone number back into the field and save and exit form.
   b. If no phone number was previously available, leave blank and ensure that “Wrong Number/Disconnected” is marked as the Final Category.
2. Check notes fields text or review call to make sure that the correct Final Category is selected.

17: FIRST OR LAST NAME REFUSED OR CHANGED TO REFUSED
1. Check the history of the field by clicking on the little H button right next to the first name and/or last name text box field.
   a. If a name was previously available, copy and paste the name back into the field and save and exit form.
      i. If the previously available “name” is a title or note (e.g. “Mrs” or “brother of so-and-so”) then change the name to blank.
   b. If no name was previously available, change any names that say “Refused” to blank.