STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

REQUEST FOR QUALIFICATIONS FOR CASE MANAGEMENT

RFQ # 35910-15850

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1. INTRODUCTION

The State of Tennessee, Central Procurement Office, hereinafter referred to as "the State," issues this Request for Qualifications ("RFQ") to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services and to give ALL qualified respondents the opportunity to do business with the state as contractors or subcontractors.

1.1. Statement of Procurement Purpose

The State seeks a qualified contractor to provide comprehensive child welfare Case Management services on behalf of the Department of Children's Services (DCS). The purpose of this RFQ is to procure a qualified vendor capable of delivering professional case management services consistent with DCS policy, the DCS Practice Model, Council on Accreditation (COA) standards, and all applicable state and federal requirements. The Contractor shall assume all responsibilities and obligations of DCS Case Managers, including but not limited to, assessment, service coordination, permanency planning, court participation, documentation in the State's electronic records system, and compliance with funding and eligibility requirements such as Targeted Case Management (TCM) and Qualified Residential Treatment Program (QRTP) standards.

The State's objective is to ensure the timely achievement of safety, permanency, and well-being outcomes for children and families by maintaining consistent, high-quality case management services that meet required visitation frequencies, assessment timelines (including CANS and FAST), Child and Family Team Meeting (CFTM) standards, and data reporting obligations. The Contractor must provide appropriately qualified staff, structured supervision, coordinated training, and effective caseload management in alignment with DCS operational protocols. Through this RFQ, the State intends to identify vendors with the capacity, experience, and infrastructure to manage defined caseload volumes, support permanency efforts including reunification and kinship placement, and meet performance metrics tied to case progression, documentation accuracy, compliance, and measurable child welfare outcomes.

1.2. Notice of Intent to Respond

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

1.3. Definitions and Abbreviations

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TERM	DEFINITION
Case Manager (CM)	Means a professional position that advocates, guides, supports, and provides and coordinates care for children and families. CM services shall include, but are not limited to: Providing all the responsibilities and obligations of the current CM provides and

	which may be included in the scope of the *Pro Forma* Contract and ensuring that the CM is adhering to the DCS governing documents and guidance.
Case Management	Means a method of service delivery involving assessing needs, arranging, coordinating, monitoring, evaluating, and advocating for comprehensive services to meet complex child and family needs, ensuring safety, well-being, and timely permanency.
Child Visitation	Means face to face visits between the Case Manager and child/youth that shall occur a minimum of once per month.
Parent Visitation	Means face to face visits between the Case Manager and parent that shall occur a minimum of once per month.
Child and Adolescent Strengths and Needs (CANS)	Means an assessment completed on custodial children and families. Conducted per DCS policy, the "Child and Adolescent Strengths and Needs Manuals 2.0," and the "Child and Adolescent Strengths and Needs Protocol." Initial CANS must be completed as outline in Chapter 31 - Regional and Field Services Operations CANS Protocol.
Child and Family Team Meeting (CFTM)	Means meetings where all important members and decision makers for the child come together to develop and review case plans and make decisions. These members may include but are not limited to the child, birthparents, Guardian ad Litem(s), Case Manager, Therapist, service providers and other family members. Meetings should be completed within the expected timeframe outlined by DCS Protocol for Child and Family Team Meetings.
Child and Family Service Reviews (CFSR)	Means periodic reviews conducted by the Children's Bureau of state child welfare practice and compliance with state and federal guidelines, quality residential treatment, and case processes.
Council on Accreditation (COA)	Means the national accrediting body that the Department of Children's Services is accredited. COA sets standards for case management services that DCS must meet in order to be reaccredited.
Electronic Records System	Means the system used to track care progress and financial records for families receiving services by the Department of Children's Services, as outlined in DCS Policy.
Family Advocacy and Support Tool (FAST)	Means an assessment completed on non-custodial children and families, as outlined in DCS Policy and the "Protocol for Completion of the Family Advocacy and Support Tool.
Permanency Plan	Means the official case plan developed during the Child and Family Team Meeting that

	outlines the needs of the child and family and sets permanency goals applicable to both custodial and non-custodial children.
“Qualified Residential Treatment Program (QRTP)	Means a specific category of a non-foster family home setting for which DCS must meet detailed assessment, case planning, documentation, judicial determinations and ongoing review and permanency hearing requirements for a child to be placed in and continue to receive title IV-E Foster care maintenance payments for the placement.
Targeted Case Management (TCM)	Means monthly Caseworker visits with children that are Medicaid reimbursed through TennCare.

2. RFQ SCHEDULE OF EVENTS

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		AUGUST 10, 2026
2.	Disability Accommodation Request Deadline	2:00 p.m.	AUGUST 14, 2026
3.	Notice of Intent to Respond Deadline	2:00 p.m.	AUGUST 18, 2026
4.	Written "Questions & Comments" Deadline	2:00 p.m.	AUGUST 21, 2026
5.	State response to written "Questions & Comments"		AUGUST 29, 2026
6.	RFQ Response Deadline	2:00 p.m.	SEPTEMBER 9, 2026
7.	State Completion of Technical Response Evaluations		SEPTEMBER 16, 2026
8.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		SEPTEMBER 18, 2026
9.	End of Protest Period	4:30 p.m.	SEPTEMBER 25, 2026
10.	State sends contract to Contractor for signature		SEPTEMBER 28, 2026
11.	Contractor Signature Deadline	2:00 p.m.	SEPTEMBER 29, 2026

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		AUGUST 12, 2026
2.	Disability Accommodation Request Deadline	2:00 p.m.	AUGUST 15, 2026
3.	Notice of Intent to Respond Deadline	2:00 p.m.	AUGUST 18, 2026
4.	Written “Questions & Comments” Deadline	2:00 p.m.	AUGUST 21, 2026
5.	State response to written “Questions & Comments”		AUGUST 29, 2026
6.	RFQ Response Deadline	2:00 p.m.	SEPTEMBER 9, 2026
7.	State Completion of Technical Response Evaluations		SEPTEMBER 16, 2026
8.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		SEPTEMBER 18, 2026
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10.	State sends contract to Contractor for signature		SEPTEMBER 28, 2026
11.	Contractor Signature Deadline		SEPTEMBER 29, 2026

3. RESPONSE REQUIREMENTS

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

3.1.1. Mandatory Requirements: This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent should duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State’s evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).

3.1.2. General Qualifications & Experience: This section is included in the State’s evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.

3.1.3. Technical Qualifications, Experience & Approach: This section is also included in the State’s evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.

3.2. **Response Delivery Location**

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

Will Harmon
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
will.harmon@tn.gov

3.3. **Response Format**

3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.

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

3.3.2.1. Technical Response:
One (1) original Technical Response in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank USB flash drive clearly labeled:

"RFQ #35910-15850 TECHNICAL RESPONSE ORIGINAL"

and One (1) copy of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, USB flash drive labeled:

"RFQ #35910-15850 TECHNICAL RESPONSE COPY"

If not emailed, then the sealed customer references will be the only paper documents.

3.3.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

"DO NOT OPEN… RFQ # 35910-15850 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

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

3.3.4. E-mail Submission

3.3.4.1. 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 be clearly identified as follows:

"RFQ #35910-15850 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFQ Attachment F. Reference Questionnaire.

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

Will Harmon
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
will.harmon@tn.gov

3.4. **Response Prohibitions:** A response to this RFQ shall not:

3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;

3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;

3.4.3. Include more than one response, per Respondent, to this RFQ;

3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;

3.4.5. Include the respondent's own contract terms and conditions (unless specifically requested by the RFQ); or

3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.5. **Response Errors & Revisions**

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

3.6. **Response Withdrawal**

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

3.7. **Response Preparation Costs**

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

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

4.1.1. Respondents shall reference RFQ #35910-15850 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Will Harmon
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
will.harmon@tn.gov

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

4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.

4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**

4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:

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:

Donovan Haynes, , M.Ed.
Equal Employment Opportunity (EEO) Manager
Office of Access and Engagement
Department of Children's Services
7th Floor, UBS Financial Services Bldg.
315 Deaderick Street
Nashville, TN 37201
Phone: 615-741-8422
Donovan.Haynes@tn.gov

4.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion (subject to Tenn. Code Ann. §§ 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. Conflict of Interest

4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

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

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

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

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

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

4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment G, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.

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

4.5. **Disclosure of Response Contents**

4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFQ that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and applicable law. By submitting a response to this RFQ, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection in accordance with the laws of the State of Tennessee. Refer to RFQ § 2, Schedule of Events.

4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

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

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

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

4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.

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

4.7. **RFQ Amendments & Cancellation**

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

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

4.8. **State Right of Rejection**

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

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

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

4.9. **Assignment & Subcontracting**

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

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

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

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

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

4.10. **Next Ranked Respondent**

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

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. The complete vendor selection will be a one-part process: (1) Qualification of Technical Responses.

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

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

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

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

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

5.3.1. 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 round(s). Each clarification sought by the State may be unique to an individual respondent.

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

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

5.3.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.4. Evaluation Guide

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

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	25
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	75

5.6. Contract Award

5.6.1. The Solicitation Coordinator, will determine the apparent best-evaluated response using the scoring provided by the Proposal Evaluation Team. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the Solicitation Coordinator must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)

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

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

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

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

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

5.6.6. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best-evaluated response.

ATTACHMENT A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
	A.4.	Provide positive credit references from vendors the Proposer has done business written in the form of standard business letters, signed, and dated within the past 3 months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Provide a financial statement of access to sixty (60) days of operating capital.	
	A.7.	Provide a copy of Council on Accreditation (COA); Joint Commission, or CARF Accreditation from a nationally known accrediting body.	
	A.8.	Provide a statement accepting the coordination of completion of the Tennessee Child and Adolescents Needs and Strengths (CANS) and Life Skills 2.0 Assessment.	
	A.9.	Provide confirmation that staff will have the following minimum qualifications: The minimum qualifications for staff providing services are a bachelor's level degree from an accredited college or university and experience equivalent to one (1) year of full-time professional work providing child welfare services including, but not limited to, one or a combination of the following: social, psychological, or correctional counseling or case management; volunteer services coordination for a children's service program; and/or juvenile classification coordination.	
	A.10.	Provide a statement confirming agency's ability to provide case management statewide.	
State Use – RFQ Coordinator Signature, Printed Name & Date:			

ATTACHMENT B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	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).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, mission alignment, performance outcomes, *etc*.).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, 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 work 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 RFQ.
	B.15.	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-year period. If so, provide the following information for all current and completed contracts:

<table>
<tr><td colspan="2">RESPONDENT LEGAL ENTITY NAME:</td><td></td></tr>
<tr><td>Response Page #
(Respondent completes)</td><td>Item Ref.</td><td>Section B— General Qualifications & Experience Items</td></tr>
<tr><td></td><td></td><td>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;
(b) the name of the procuring State agency;
(c) a brief description of the contract’s specification for goods or scope of services;
(d) the contract term; and
(e) the contract number.</td></tr>
<tr><td></td><td>B.16.</td><td>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
▪ 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.</td></tr>
<tr><td></td><td>B.17.</td><td>Provide a signed statement certifying that you have read acknowledged and agree to comply with all the insurance requirements listed in Section D.32 page 43 & 44, of the Pro Forma Contract, if awarded a contract.</td></tr>
<tr><td colspan="2">SCORE (for <u>all</u> Section B— Qualifications & Experience Items above):
(maximum possible score = 25)</td><td></td></tr>
<tr><td colspan="3">State Use – Evaluator Identification:</td></tr>
</table>

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements.		**10**	
	C.2.	Describe your organization's capacity to provide full-service child welfare case management in accordance with DCS policy, including your approach to maintaining a caseload of fifteen (15) children per Case Manager. Detail staffing ratios, contingency coverage plans, surge capacity, recruitment strategy, and methods used to prevent service disruption.		**15**	
	C.3.	Provide a detailed description of your supervisory structure, including the roles and responsibilities of the PCMC, Team Coordinators, and Team Leaders. Explain how supervision, consultation, performance monitoring, and corrective action processes ensure compliance with DCS policy, COA standards, and federal requirements (e.g., FFPSA, QRTP, TCM).		**15**	
	C.4.	Explain your processes for ensuring timely completion of: • Monthly Caseworker/Child and Caseworker/Parent visits • CANS and FAST assessments within required timelines • Child and Family Team Meetings (CFTMs)		**15**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		• Court participation and permanency reviews • Accurate and timely documentation in the DCS electronic records system Describe internal tracking tools, audit processes, and accountability measures used to ensure compliance.			
	C.5.	Describe your approach to achieving permanency outcomes, including reunification, kinship placement, guardianship, and adoption. Detail how your staff conduct parent/kin searches, engage families, document repeated engagement efforts, and collaborate with schools, healthcare providers, courts, and community partners.		**10**	
	C.6.	Describe your training program for Case Managers and supervisory staff, including onboarding, collaboration with the DCS training division, policy updates, trauma-informed practice, assessment tools (CANS/FAST), documentation standards, and court preparation. Explain how you ensure ongoing competency and adherence to the DCS Practice Model.		**5**	
	C.7.	Explain how your organization monitors and reports performance metrics, including: • Achievement of permanency • Visit frequency and quality • Timely assessments • Data accuracy and timeliness • Compliance with funding requirements (TCM, QRTP) Describe dashboards, reporting systems, quality reviews, and corrective action procedures used to address performance gaps.		**10**	
	C.8.	Describe your process for preparing staff to appear in court, coordinate with DCS legal staff, meet statutory deadlines, and support judicial determinations related to permanency and QRTP placements. Include how you ensure documentation and testimony are accurate, timely, and aligned with case plans.		**10**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.9.	Describe your organization’s ability to provide transportation for children, parents, and caretakers to required appointments, visitation, court hearings, school meetings, and service engagements in accordance with DCS policy. Explain how transportation logistics are managed, documented, supervised, and integrated into overall case planning without disrupting required visitation frequency or caseload expectations.		**5**	
	C.10.	Describe your internal quality assurance framework, including case file reviews, documentation audits, supervisory case consultation, backlog monitoring, and preparation for DCS quality reviews and Child and Family Service Reviews (CFSR). Explain how deficiencies are identified, escalated, corrected, and tracked to resolution, and how systemic improvements are implemented to prevent recurrence.		**10**	
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.				**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*	
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*		**X 75** *(maximum possible score)*		**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

ATTACHMENT D

STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

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

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

SIGNATURE & DATE: ______________________________

PRINTED NAME & TITLE: ______________________________

LEGAL ENTITY NAME: ______________________________

ATTACHMENT E

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below:

- Provide references from three (3) different persons individuals who are not current State employees for projects similar in size and scope to the goods or services sought under this RFQ.
- Respondents may provide references that represent active, current contracts or contracts completed within the last five (5) years.
- The individual providing a reference shall not be a current State employee.
- Obtain and submit the completed reference questionnaires following one of the two processes described below:

Option #1 – Written References:

(a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment E 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;

  (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.

Option #2 – Emailed References:

(a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.

(b) E-mail a reference questionnaire to each reference.

(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's Name] Reference for RFQ **# 35910-15850**".

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.

RFQ # 35910-15850 REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below:

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the respondent.

E-Mail:

- e-mail the completed questionnaire to: Will Harmon, will.harmon@tn.gov

(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.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

RFQ # 35910-15850 PRO FORMA CONTRACT

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

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Children's Services ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Case Management 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:

a. "Case Manager (CM)" means a professional position that advocates, guides, supports, and provides and coordinates care for children and families. CM services shall include but are not limited to: Providing all the responsibilities and obligations of the current Department of Children's Service's (DCS) Case Managers and those obligations set forth in this Contract and ensuring adherence to the DCS governing documents and guidance.

b. "Case Management" means a method of service delivery involving assessing needs, arranging, coordinating, monitoring, evaluating, and advocating for comprehensive services to meet complex child and family needs, ensuring safety, well-being, and timely permanency.

c. "Child Visitation" means face to face visits between the Case Manager and child/youth that shall occur a minimum of once per month.

d. "Parent Visitation" means face to face visits between the Case Manager and parent that shall occur a minimum of once per month.

e. "Child and Adolescent Strengths and Needs (CANS)" means an assessment completed on custodial children and families. Conducted per DCS policy, the "Child and Adolescent Strengths and Needs Manuals 2.0," and the "Child and Adolescent Strengths and Needs Protocol." Initial CANS must be completed as outline in Chapter 31 - Regional and Field Services Operations CANS Protocol.

f. "Child and Family Team Meeting (CFTM)" means meetings where all important members and decision makers for the child come together to develop and review case plans and make decisions. These members may include but are not limited to the child, birthparents, Guardian ad Litem(s), Case Manager, Therapist, service providers and other family members. Meetings should be completed within the expected timeframe outlined by DCS Protocol for Child and Family Team Meetings.

g. “Child and Family Service Reviews (CFSR)” means periodic reviews conducted by the Children's Bureau of state child welfare practice and compliance with state and federal guidelines, quality residential treatment, and case processes.

h. “Council on Accreditation (COA)” means the national accrediting body that the Department of Children’s Services is accredited. COA sets standards for case management services that DCS must meet in order to be reaccredited.

i. “Electronic Records System” means the system that tracks care progress and financial records for families receiving services by the Department of Children’s Services, as outlined in DCS Policy.

j. “Family Advocacy and Support Tool (FAST)” means an assessment completed on non-custodial children and families, as outlined in DCS Policy and the “Protocol for Completion of the Family Advocacy and Support Tool”.

k. “Permanency Plan” means the official case plan developed during the Child and Family Team Meeting that outlines the needs of the child and family and sets permanency goals applicable to both custodial and non-custodial children.

l. “Qualified Residential Treatment Program (QRTP)” means a specific category of a non-foster family home setting for which DCS must meet detailed assessment, case planning, documentation, judicial determinations and ongoing review and permanency hearing requirements for a child to be placed in and continue to receive title IV-E Foster care maintenance payments for the placement.

m. “Targeted Case Management (TCM)” means monthly Caseworker visits with children that are Medicaid reimbursed through TennCare.

A.3. <u>Staff Qualifications.</u>

a. Case Manager Education and Experience. Shall possess a bachelor’s degree from an accredited college or university and experience equivalent to one (1) year of full-time professional work providing child welfare services including, but not limited to, one or a combination of the following: social, psychological, or correctional counseling or case management; volunteer services coordination for a children's service program; and/or juvenile classification coordination. Additionally, all special requirements, including background checks, fingerprinting, a valid driver’s license (as applicable) must be met.

b. Substitution of Graduate Education for Experience. If a CM has a graduate degree in social work or a related behavioral science field, thirty-six (36) graduate quarter hours may be substituted for one (1) year of experience required in Section A.4. of this Contract

A.4. <u>The Contractor shall:</u>

a. Provide 238 CMs across the state in locations determined by DCS.

b. Abide by applicable DCS policy found at: https://public.powerdms.com/TNDCS

c. Conduct quality Caseworker/Child visits to include comprehensive assessments with each youth/child and their family to determine their strengths and needs and of the social, financial, and institutional resources available to the client, as well as safety. Frequency and visit requirements are in accordance with DCS policy.

d. Ensure that CMs research and locate parents, families or kin through available databases and other search mechanisms in an effort to pursue reunification of children/youth with relatives/kin in accordance with DCS policy.

e. Coordinate the completion of CANS and FAST in accordance with the assessment timeline that is in accordance with DCS policy.

f. Coordinate and facilitate CFTM in accordance with DCS policy.

g. Establish a dedicated training person to collaborate with the DCS training division, ensuring consistent training, onboarding, and support for CMs.

h. Develop and advocate for permanency plans that are constructed in accordance with DCS policy.

i. Periodically assess status of the permanency plan, the effectiveness of interventions, and the attainment of outcomes in accordance with DCS policy.

j. Document all case progress, financial records, and completion or attempts of tasks related to the engagement of parents and kin for reunification in the DCS electronic records system in accordance with DCS policy.

k. Develop and maintain a relationship with each assigned child/youth and their family, which may include linking the child/youth and their family with judicial system, healthcare systems, mental health system, public housing, etc., that provide needed services, resources, and opportunities.

l. Ensure that the CMs use their professional skills and competency to serve children/youth/family whose interest is of prime concern.

m. Ensure that the CMs protect the child/youth/family's right to privacy and ensure appropriate confidentiality when information about the child/youth/family is released to others in accordance with DCS policy.

n. Ensure that CMs actively engage the child/youth's school to ensure all educational, medical, independent living/life skills, and mental health needs are being met. This may be as frequently as once per month for children/youth who are demonstrating problematic behaviors within the school system or who are under individual education plans or quarterly for children/youth on grade level that are not demonstrating behavioral issues in accordance with DCS policy.

o. Ensure that the CMs engage other professionals in the monitoring and provision of services for families to adhere to the Family First Prevention Services Act (FFPSA) and Prevention to Permanency efforts.

p. Provide transportation to appointments and visitations for children, parents, and caretakers in accordance with DCS policy.

q. Appear in court to provide updates and meet state and federal statute for permanency planning and reviews. This would also include providing updates and consultation with DCS legal staff prior to hearings in accordance with DCS policy.

r. Participate in required DCS review processes such as permanency review, backlog reviews, full guardianship reviews, Child and Family Service Reviews, and DCS quality reviews in accordance with DCS policy.

s. Adhere to the best practice standards outlined by the DCS Practice Model and, as well as Council on Accreditation (COA), standard requirements for case reviews and program evaluations in accordance with DCS policy.

t. Ensure that the Targeted Case Management (TCM) is documented in the DCS electronic records system on all qualifying visitations at the frequency outlined in applicable DCS policy to establish eligibility for TCM funding from TennCare on each case.

A.5. The Contractor shall ensure that each CM carries a maximum caseload of twenty (20) children in foster care.

A.6. Performance Metrics and Evaluation

a. The success of services will be evaluated by using several key performance indicators and metrics in accordance with DCS policy:

1. Achievement of permanence for children and families.
2. Frequency and quality of face-to-face visits with children and parents.
3. Completion of required assessments (CANS and FAST) within specified timeframes.
4. Completion of Child and Family Team Meetings (CFTMs).
5. Adherence to DCS policies, procedures, and accreditation standards.
6. Accurate and timely data entry into the DCS electronic records system.
7. Adherence of case progression and closure.
8. Documentation of consistent and repeated attempts to engage parents and caretakers to achieve permanency, including reunification efforts.
9. Compliance with funding requirements (e.g., TCM, QRTP) while prioritizing child and family well-being.
10. Effective caseload management of assigned cases, per regional caseload range.

A.7. Contractors requiring unlimited access licenses to the DCS Electronic Record Submission portal will be responsible for reimbursing DCS on a per user/per month basis.

The Contractor shall remit a standalone monthly payment to the State, calculated per user, for access to the DCS Electronic Record Submission portal. The payment frequency shall be monthly.

A.8. 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.9. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on DATE ("Effective Date") and ending on June 30, 2029, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Three Million Five Hundred Eighty-One Thousand Eight Hundred Ninety-Three Dollars and 52 cent ($103,581,893.52,) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

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

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

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

Goods or Services Description	Amount (per compensable increment)
Case Management Services	$12,089.39 per month/per Case Manager

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:

Email: EI-DCS.Pre-Invoice@tn.gov and Marjahna.Hart@tn.gov

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: TN DCS;
(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:

Marjahna Hart, DCS Executive Director 2
Department of Children's Services
315 Deaderick Street, 9th Floor
Nashville, TN 37243
Marjahna.hart@tn.gov
Telephone # 615-532-5624

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included 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. As applicable, 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 A;
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. 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 copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

D.37. State Sponsored Insurance Plan Enrollment. The Contractor warrants that it will not enroll or permit its employees, officials, or employees of subcontractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Contractor unless Contractor first demonstrates to the satisfaction of the Department of Finance and Administration that it and any subcontract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

D.38. Foreign Adversary Company Attestation. The Contractor attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Contractor is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

D.39 Equal Opportunity. The Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;

(2) Layoff or termination;
(3) Rates of pay or other forms of compensation; and
(4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(1) b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.40. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. "**State Data**" is any and all data that can be accessed, processed, generated, including derivative works, stored, or hosted by the Contractor in performance of this Contract." The Contractor shall protect State Data as follows:

(1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State Data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State Data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 C.F.R. § 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

(2) The Contractor shall encrypt State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 **or** 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

(3) The Contractor shall maintain, obtain, or undergo **the** following third-party information security **[TBD from RFQ proposal: certification(s), authorization(s), examination(s), assessments, or audit(s)]]**for both the Contractor and the Contractor's processing environment containing State Data. The Contractor shall ensure that **[TBD from RFQ proposal: each certification, authorization, examination, or assessment**] remains current and valid throughout the term of the Contract.

[TBD on the Contractor's proposal that identifies at least one of the following options for insertion into D.37.a.(3) above paragraph and the corresponding paragraph provided below.]

i. **ISO/IEC 27001:2022 Certification** – The Contractor and Contractor's processing environment containing State Data shall be currently compliant with the most recent version of the International Organization for Standardization (ISO) and International Electrotechnical Commission (IEC) 27001:2022 standards. Annual surveillance and recertification audits shall be performed by a certification body accredited by the ANSI-ASQ National Accreditation Board (ANAB);

ii. **FedRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain an active Federal Risk and Authorization Management Program (FedRAMP) Moderate or higher Authorization to Operate as issued by a federal agency or the FedRAMP Program Management Office;

iii. **GovRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain authorization by the Government Risk and Authorization Management Program (GovRAMP) and undergo an annual audit performed by a GovRAMP-approved Third Party Assessment Organization (3PAO);

iv. **SOC 2 Type II Examination** - The Contractor and Contractor's processing environment containing State Data shall 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 examination that includes the Security, Availability, and Confidentiality Trust Services Criteria;

v. **HITRUST Certification** - The Contractor and Contractor's processing environment containing State Data shall maintain a current HITRUST risk-based 2-year (r2) validated assessment issued under the HITRUST Common Security Framework and performed by an authorized HITRUST External Assessor Organization; or

vi. **NIST Audit** - The Contractor and Contractor's processing environment containing State Data shall undergo an annual independent audit assessing compliance with the privacy and security controls established in the National Institute of Standards and Technology (NIST) Special Publication 800-53. The audit shall be conducted by a qualified independent assessor, which may include a reputable CPA firm, cybersecurity firm, or other organization with demonstrated expertise in assessing NIST control compliance. The audit must evaluate compliance with the security controls defined in the NIST Special Publication 800-53B moderate-impact security control baseline or a higher-impact baseline.

(4) Upon request by the State or the Comptroller of the Treasury, and within thirty (30) days of completion or receipt of **[TBD from RFQ proposal**: **any certification, authorization, examination, assessment, or audit**] required under Contract Section D.37,a.(3) the Contractor shall provide the State or the Comptroller of the Treasury with the following documentation and deliverables. The Contractor shall ensure that all documentation remains current, complete, and accurate throughout the term of the Contract.

[TBD on the Contractor's proposal that identifies at least one of the following options for insertion into D.37.a.(4) above paragraph and the corresponding paragraph provided below.]

i. **ISO/IEC 27001:2022 Certification**

1) The ISO/IEC 27001:2022 assessment report in its entirety;

2) The certification letter issued by the accredited certification body;
3) The Statement of Applicability (SOA) in its entirety, including specific clauses, control categories, control objectives, and implemented controls;
4) A written disclosure and rationale for all controls listed as "excluded" in the SOA; and
5) Evidence that annual surveillance and recertification audits were performed by a certification body accredited by the ANSI-ASQ National Accreditation Board.

ii. **FedRAMP Authorization**
1) The FedRAMP Authorization Letter (Authorization to Operate);
2) The System Security Plan in its entirety;
3) The Security Assessment Plan;
4) The Security Assessment Report in its entirety prepared by the FedRAMP-approved Third-Party Assessment Organization; and
5) The current Plan of Action and Milestones documenting all known control weaknesses and remediation status, which the Contractor shall maintain or cause to maintain in a current and accurate state throughout the term of the Contract.

iii. GovRAMP Authorization
1) The GovRAMP Authorization Letter or equivalent documentation issued by the GovRAMP Program Office;
2) The System Security Plan in its entirety;
3) The Security Assessment Plan;
4) The Security Assessment Report in its entirety prepared by the GovRAMP-approved Third-Party Assessment Organization; and
5) The current Plan of Action and Milestones documenting all known control weaknesses and remediation status, which the Contractor shall maintain or cause to maintain in a current and accurate state throughout the term of the Contract.

iv. SOC 2 Type II Examination
1) The SOC 2 Type II examination report in its entirety;
2) A corrective action plan describing each identified deficiency, planned remediation steps, and anticipated completion dates; and
3) If any SOC examination report for the Contractor or any Subcontractor supporting this Contract includes a modified opinion, meaning the opinion is qualified, adverse, or disclaimed, the Contractor shall notify the State of the modified opinion within thirty (30) days of receipt and provide the Contractor's plan of corrective action.

v. HITRUST Certification
1) The current HITRUST assessment report in its entirety;
2) The HITRUST Certification Letter for the current [r2] Validated Assessment, issued by HITRUST Alliance after validation by an Authorized HITRUST External Assessor Organization, the letter must show assessment type, scope, and certification dates; and
3) A corrective action plan describing each identified deficiency, planned remediation steps, and anticipated completion dates.

vi. NIST Audit
1) The audit report in its entirety;
2) A corrective action plan describing each identified deficiency, planned remediation steps, and anticipated completion dates.

Upon request by the State or the Comptroller of the Treasury, the Contractor shall also provide current Subcontractor certifications, reports, and related deliverables pertaining to services provided under this Contract within thirty (30) days. If any certification, authorization, examination, or assessment required under this Contract for any Subcontractor supporting this Contract lapses, expires, is suspended, or is revoked, the

Contractor shall notify the State in writing within five (5) business days of learning of the status change and provide: (i) the effective date and reason; (ii) the services and State Data affected; and (iii) the Contractor's corrective action plan and interim risk mitigations.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "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. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State Data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

(6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.

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

(8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all 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.

(9) The Contractor shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges (MARS-E) controls Minimum Requirements

(2) The Contractor shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time. The Contractor shall meet annually, or as otherwise agreed, with the State to review the implementation of this Section. Upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a System Security Plan that describes how the Contractor implemented privacy and security controls within NIST 800-53.

(3) 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.

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

In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88 Business Continuity Requirements.

The Contractor shall maintain sets of documents, instructions, and procedures that enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance to key operations **("Business Continuity Requirements"). Business** Continuity Requirements shall include:

(1) Disaster Recovery Capabilities

Disaster Recovery Capabilities refer to the actions the Contractor takes to meet the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) defined below. Disaster Recovery Capabilities shall comply with NIST SP 800-53 Rev. 5, Contingency Planning (CP) controls, (moderate baseline controls) including CP-1 through CP-10, as applicable, and shall ensure continuity of operations for critical systems and services.

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: 12 Hour

ii. Recovery Time Objective (RTO)

The RTO is defined as the targeted duration of time and service level within which a business process must be restored after a disruption in order to avoid unacceptable consequences: 24 Hours

(2) Disaster Recovery Plan

The Contractor and Subcontractor(s) shall maintain a documented Disaster Recovery Plan aligned with NIST SP 800-53 CP controls (e.g., CP-2: Contingency Plan, CP-4: Contingency Plan Testing, CP-6: Alternate Storage Site). The plan shall include, at minimum:

i. Identification and prioritization of critical systems, applications, and dependencies
ii. Backup and restoration procedures
iii. Roles, responsibilities, and communication protocols
iv. Periodic review and maintenance procedures

The Contractor shall provide a summary of the Disaster Recovery Plan to the State upon request.

(3) Disaster Recovery Testing

The Contractor and Subcontractor(s) shall perform at least one Disaster Recovery Test every 365 days. A Disaster Recovery Test shall verify the effectiveness of restoration procedures executed after a critical IT failure or disruption. Success shall be defined as demonstrating the ability to meet the State's RPO and RTO objectives.

(4) Reporting

The Contractor shall provide written confirmation to the State after each Disaster Recovery Test, verifying that the Contractor's Disaster Recovery Capabilities meet the RPO and RTO requirements Comptroller Audit Requirements.

Upon reasonable notice and at any reasonable time, the Contractor agrees to allow the Comptroller of the Treasury, or the Comptroller's duly appointed representatives, to perform information technology control audits of the Contractor's information technology hosting and processing environment used by the Contractor to provide services under this Contract. The audit may evaluate whether the Contractor has implemented appropriate privacy and security controls consistent with NIST Special Publication 800-53, including controls generally classified as general controls and application controls. The audit may also assess whether those controls are designed and operating effectively and whether the Contractor is complying with applicable policies, laws, and regulations.

For purposes of this section:

General Controls are policies, procedures, and technical mechanisms that support the overall operation and integrity of information systems and applications, including areas such as access security, change management, system development, backup and recovery, and system maintenance.

Application Controls are the automated or manual controls built into specific applications to ensure the completeness, accuracy, authorization, and validity of data and transactions processed by those applications.

The audit may include, but is not limited to:

1) Review and evaluation of independent assurance deliverables required under Contract Section D.37.a.(4). to determine whether the Contractor's or Subcontractor's control environment and related safeguards are designed and operating effectively;
2) Review of documentation describing the Contractor's information technology control environment, policies, and procedures;
3) Interviews with technical and management personnel responsible for implementing, monitoring, and maintaining information technology controls;
4) Inspection of technical, administrative, or physical controls implemented to protect State Data and support service delivery under this Contract;
5) Review of relevant transaction logs, audit trails, vulnerability scans, or other supporting evidence necessary to verify compliance with applicable control requirements; and
6) Performance of other audit procedures deemed necessary by the Comptroller of the Treasury to verify compliance with applicable federal or state laws, regulations, or policies, or to assess the adequacy and effectiveness of the Contractor's control environment.

The Contractor shall ensure that its Subcontractors cooperate and provide reasonable access to information or personnel necessary for the audit to the extent such information pertains to the services provided under this Contract.

The Contractor must have a process for correcting control deficiencies that were identified in the Comptroller of the Treasury's information technology audit. For any audit issues identified, the Contractor shall submit a corrective action plan to the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the Comptroller of the Treasury. The corrective action plan shall be provided to the Comptroller of the Treasury upon request from the Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the Comptroller of the Treasury, the Contractor shall provide documentation and evidence that the audit issues were corrected.

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

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.3. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.4. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E.5. 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.6. 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.

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

b. 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.

c. The Contractor will obtain a Unique Entity Identifier (UEI) number and maintain its UEI number for the term of this Contract. More information about obtaining a UEI Number can be found at: the System for Award Management (SAM.gov).

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

E.7. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

E.8. Applicable Laws, Rules, Policies and Court Orders. The Contractor agrees to comply with all applicable federal and State laws, rules, regulations, sub-regulatory guidance including but not limited to the State Medicaid Manual, executive orders, TennCare waivers, and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare and CHIP programs. Such compliance shall be performed at no additional cost to the State.

E.9. End of Contract Transition Requirements. If applicable, prior to the end of the Contract term or extension of the Contract term, or in the event of a Contract Termination or Partial Takeover as further defined herein, the State may contract with a successor contractor (Successor Contractor) to assume the Contractor's duties and requirements upon the end of the term or termination of this Contract. This may result in a period of transition during which the Contractor continues to provide services while the Successor Contractor prepares to assume those services, with a switch over from the Contractor to the Successor Contractor occurring on an implementation date (Implementation Date) specified by the State. The Implementation Date will typically coincide with the Successor Contractor's Go-Live Date pursuant to its contract with the State. However, the State may elect, in its sole discretion, to have the Contractor continue some portion of its services and systems after the Successor Contractor's Implementation Date, in which case, unless otherwise agreed to in writing by the State and Contractor, the Contractor shall be compensated for such services and systems in accordance with the provisions of Contract Section C.

The Contractor shall be required to participate as directed by the State, at no additional cost, in assisting with the transition by providing specified deliverables, information relating to the Contractor's duties, and attending meetings with the State and/or Successor Contractor. The Contractor shall, at no additional cost to the State, work with designated State personnel and/or the Successor Contractor to develop and provide to the State for its review and approval a comprehensive Transition Plan no later than one hundred and eighty (180) days prior to the Contract end date, Termination, or Partial Takeover. The Transition Plan shall cover both the Contractor's and the Successor Contractor's duties and responsibilities to ensure an orderly transition of responsibilities. The Contractor shall, at all times, act in good faith toward the State and/or Successor Contractor to facilitate as seamless a transition as possible. The State shall specify deliverables required of the Contractor in aid of the transition process. Failure to fully and timely cooperate with the State's request or provide the requested deliverables may result in the assessment of damages. The State shall not be liable to the Contractor for any costs and expenses relating to these deliverables or relating to the services provided by the Contractor during the transition period, other than as set forth in Contract Section C.3.

E.10. Notification of Breach and Notification of Suspected Breach. The Contractor shall notify Department of Children's Services Privacy Office immediately upon becoming aware of—and in no case later than twenty-four (24) hours after discovery of—any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of the State enrollee's Protected Health Information (PHI) that is maintained or held by the Contractor, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Contractor's system. For government-provided data (i.e. SSA-provided data or FTI), notification must occur in no case later than one (1) hour after discovery. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, Personal Digital Assistants (PDA), Blackberry devices (or other Smartphones), Universal Serial Bus (USB) drives, thumb drives, flash drives, Compact Discs (CD), and/or hard disks.

E.11. Social Security Administration (SSA) Required Provisions for Data Security.

a. Definitions.

(1) SSA-supplied data or “data” as used in this section means an individual’s personally identifiable information (e.g., name, social security number, income), supplied by the Social Security Administration to the State to determine entitlement or eligibility for federally funded programs pursuant to a Computer Matching and Privacy Protection Act Agreement and Information Exchange Agreement between SSA and the State of Tennessee.

b. The Contractor shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. §3541, *et seq*.), and related National Institute of Standards and Technology guidelines, which provide the requirements that the SSA stipulates that the Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system. In addition, the Contractor shall have in place administrative, physical, and technical safeguards for data. The Contractor shall also comply with Section 1106(a) of the Act (42 U.S.C. 1306) and the regulations promulgated pursuant to that section (20 C.F.R. Part 401).

c. The Contractor shall specify in its agreements with any agent or subcontractor that will have access to data that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Contractor pursuant to this Section;

d. The Contractor shall not duplicate in a separate file or disseminate, without prior written permission from the State, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the State’s program. Should the Contractor propose a redisclosure of said data, the Contractor must specify in writing to the State the data the Contractor proposes to redisclose, to whom, and the reasons that justify the redisclosure. The State will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the State’s program.

e. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.

f. The Contractor shall maintain a current list of the employees of such contractor with access to SSA data and provide such lists to the State upon request and at any time there are changes.

g. The Contractor shall restrict access to the data obtained from the State to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Contractor shall not further duplicate, disseminate, or disclose such data without obtaining the State’s prior written approval.

h. The Contractor shall ensure that its employees:

(1) Properly safeguard SSA-supplied data furnished by the State under this Contract from loss, theft, or inadvertent disclosure;

(2) Receive regular, relevant, and sufficient SSA data-related training, including use, access, and disclosure safeguards and information regarding penalties for misuse of information;
(3) Understand and acknowledge that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee is at his or her regular duty station;
(4) Ensure that laptops and other electronic devices/ media containing SSA-supplied data are encrypted and/or password-protected;
(5) Send emails containing SSA-supplied data only if the information is encrypted or if the transmittal is secure; and,
(6) Limit disclosure of the information and details relating to an SSA-supplied data loss only to those with a need to know.

i. Contractor employees who access, use, or disclose State or State SSA-supplied data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

j. Loss or Suspected Loss of Data - If an employee of the Contractor becomes aware of suspected or actual loss of SSA-supplied data, the Contractor must notify the State immediately upon becoming aware to report the actual or suspected loss. The Contractor must provide the State with timely updates as any additional information about the loss of SSA-supplied data becomes available. If the Contractor experiences a loss or breach of said data, the State will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Contractor shall bear any costs associated with the notice or any mitigation.

k. The State may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if the State, in its sole discretion, determines that the Contractor has:
(1) made an unauthorized use or disclosure of State SSA-supplied data; or
(2) otherwise violated or failed to follow the terms and conditions of this Contract.

E.12. Medicaid and CHIP. The Contractor must provide safeguards that restrict the use or disclosure of information concerning Medicaid and Children's Health Insurance Plan (CHIP) applicants and beneficiaries to purposes directly connected with the administration of the plan.

a. Purposes directly related to the administration of Medicaid and CHIP include:

(1) Establishing eligibility;
(2) Determining the amount of medical assistance;
(3) Providing services for beneficiaries; and,
(4) Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to Medicaid or CHIP administration.

b. The Contractor must have adequate safeguards to assure that:

(1) Information is made available only to the extent necessary to assist in the valid administrative purposes of those receiving said information, and

(2) Information received under the Internal Revenue Code (Title 26 of the United States Code (USC)) is exchanged only with parties authorized to receive that information under that section of the United States Code; and, the information is adequately stored and processed so that it is protected against unauthorized disclosure for other purposes.

c. The Contractor must have criteria that govern the types of information about applicants and beneficiaries that are safeguarded. This information must include, at minimum, the following:

(1) Names and addresses;

(2) Medical services provided;

(3) Social and economic conditions or circumstances;

(4) Contractor evaluation of personal information;

(5) Medical data, including diagnosis and past history of disease or disability;

(6) Any information received for verifying income eligibility and amount of medical assistance payments, including income information received from the Social Security Administration (SSA) or the Internal Revenue Service (IRS);

(7) Income information received from SSA or the IRS must be safeguarded according to Medicaid and CHIP requirements;

(8) Any information received in connection with the identification of legally liable third-party resources; and,

(9) Social Security Numbers.

d. The Contractor must have criteria approved by the State specifying:

(1) Conditions for release and use of information about applicants and beneficiaries;

(2) Access to information concerning applicants or beneficiaries must be restricted to Contractor representatives or other individuals who are subject to standards of confidentiality that are comparable to those of the State;

(3) The Contractor shall not publish names of applicants or beneficiaries;

(4) The Contractor shall obtain permission from a family or individual, whenever possible, before responding to a request for information from an outside source, unless the information is to be used to verify income, eligibility and the amount of medical assistance payment to an authorized individual or entity, or if, because of an emergency situation, time does not permit obtaining consent before release, the Contractor shall notify the State, the family, or individual immediately after supplying the information.

(5) The Contractor's policies must apply to all requests for information from outside sources, including governmental bodies, the courts, or law enforcement officials.

(6) The Contractor shall notify the State of any requests for information on applicants or beneficiaries by other governmental bodies, the courts or law enforcement officials ten (10) days prior to releasing the requested information.

(7) If a court issues a subpoena for a case record or for any Contractor representative to testify concerning an applicant or beneficiary, the Contractor must notify the State at least ten (10) days prior to the required production date so the State may inform the court of the applicable statutory provisions, policies, and regulations restricting disclosure of information.

(8) The Contractor shall not request or release information to other parties to verify income, eligibility, and the amount of assistance under Medicaid or CHIP prior to express approval from the State.

E.13. Employees Excluded from Medicare, Medicaid, or CHIP. The Contractor does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly employ, in the performance of this Contract, employees who have been excluded from participation in the Medicare, Medicaid, and/or CHIP programs pursuant to the Social Security Act, Section 1128 (Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs).

E.14. Offer of Gratuities. By signing this Contract, the Contractor signifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the federal General Accounting Office, federal Department of Health and Human Services, the Center for Medicare and Medicaid Services, or any other state or federal agency has or will benefit financially or materially from this Contract. This Contract may be immediately terminated by the State if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Contractor, its agent, or employees.

E.15. Discovery and Litigation. The State is frequently involved in litigation as either a party or a non-party with relevant information. If any such litigation should arise, the Contractor shall cooperate fully and timely with any State attorneys or paralegals at no additional cost to the State, which shall include the following responsibilities:

a. Litigation Support. The Contractor shall make its personnel available to testify in Tennessee, whether in person before a tribunal or by deposition. The Contractor agrees to waive any objections to any subpoena issued by a Tennessee tribunal, in any case relating to this Contract.

b. Discovery and Litigation Hold Requirements. The Contractor shall cooperate with all State requests to aid in data and document retention and collection, as required for litigation. The Contractor shall promptly provide the State with all information within the Contractor's control if required to do so by a discovery demand or court order. The State will exert its best effort to narrow the scope of any discovery request.

c. The obligation to meet the requirements listed above shall survive the termination of the Contract and shall extend to any subcontractor hired by the Contractor to provide goods or perform services on its behalf as required herein.

E.16. Transmission of Contract Deliverables. All information or data that is necessary for one or more deliverable set forth in this Contract shall be transmitted between the State and Contractor via the data transfer method specified in advance by the State. This may include, but shall not be limited to, transfer through the State Secure File Transfer Protocol (SFTP) system. Failure by the Contractor to transmit information or data that is necessary for a deliverable in the manner specified by the State, may, at the option of the State, result in liquidated damages as set forth in this Contract.

E. 17 **Nondiscrimination.** No person on the grounds of disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state civil rights laws 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. The Contractor shall provide DCS' Office of Civil Rights ("OCR") with the name and contact information for a staff member who will work with OCR to fulfill the nondiscrimination compliance activities related to the terms of this Contract. The Contractor agrees to cooperate with OCR in carrying out its federal and state nondiscrimination compliance obligations, which include and are not limited to: the Title VI of the Civil

Rights Act of 1964, Section 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 42 U.S.C. § 18116 (codified at 45 C.F.R. pt. 92), Section D.9 of this Contract, and the following requirements:

a. Policies and Procedures and Training. The Contractor shall be interacting with individuals from diverse cultural backgrounds including, individuals with Limited English Proficiency ("LEP"), individuals with low literacy, individuals with disabilities, including individuals with vision, cognitive, hearing, and speech disabilities. The Contractor shall have policies and procedures for delivering services in a nondiscriminatory and culturally competent manner, providing free language and communication assistance services to individuals, providing individuals with reasonable accommodations, discrimination complaint procedures, and for regularly inspecting assessment methods and decision support tools like algorithms to promote equal outcomes and eliminate bias with generating results. The Contractor shall ensure that its staff members delivering the services required by this Contract receive annual training on these policies and procedures. The Contractor shall ensure that its new hires carrying out the terms of this Contract receive training on the aforementioned Contractor's policies and procedures within thirty (30) days of joining the Contractor's workforce.

b. Conscience and Religious Beliefs and Moral or Religious Directives. Should the Contractor not deliver a service required under this Contract due to its conscience and/or religious beliefs or moral or religious directives the Contractor shall comply with the following requirements:

i. The Contractor shall provide a list of the services it does not deliver due to its conscience and/or religious beliefs or moral or religious directives to DCS. This list shall be provided to DCS at least ninety (90) days prior to the start date of this Contract and thereafter at least sixty (60) days before implementing any policy to discontinue a service covered under this Contract based on the Contractor's conscience and religious beliefs and/or its Ethical and Religious Directives. This list shall be used by DCS to provide information thirty (30) days before the effective start date of the policy to beneficiaries and participants about where and how individuals can obtain the services that are not being delivered by the Contractor due to their conscience and/or religious beliefs or moral or religious directives.

ii. Should an issue arise at the time of a service interaction, the Contractor shall inform beneficiaries and participants that DCS can assist them with that issue. The Contractor is not required to make specific treatment recommendations or referrals.

c. Electronic and Information Technology Accessibility Requirements. To the extent that the Contractor is using electronic and information communication technology to fulfill its obligations under this Contract, the Contractor shall comply with the electronic and information technology accessibility requirements under the federal civil rights laws including Section 504 and Section 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and 45 C.F.R. pt. 92, or any subsequent standard adopted by an oversight administrative body, including the U.S. Access Board. To comply with the accessibility requirements for Web content and non-Web electronic documents and software, the Contractor shall use the most current W3C's Web Content Accessibility Guidelines ("WCAG") level 2.1 AA or any stricter accessibility standard required by DCS except where DCS approves a documented alternative that provides substantially equivalent or greater accessibility and usability. Additionally, the Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, by adding a system function that allows users to translate the content into a language other than English. The Contractor shall satisfy this requirement, subject to DCS approval, through the provision of a link to a machine translation tool, utilization of a translation technology solution, or by otherwise translating electronic information into non-English languages.

d. Cultural Competency and Data Collection. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with Limited English Proficiency, disabilities and diverse cultural and ethnic backgrounds regardless of sex. The Contractor shall ensure physical access, reasonable accommodations, and accessible equipment for the furnishing of services to individuals with physical or mental disabilities.

In accordance with the requirements set forth in 42 U.S.C. § 300kk, to the extent practicable, the Contractor shall develop and maintain the ability to collect and report data on race, sex, primary language, and disability status for beneficiaries and from beneficiaries' parents or legal guardians if the beneficiaries are minors or legally incapacitated individuals. In collecting this data, the Contractor shall use the Office of Management and Budget data collection standards for race/ethnicity, sex, primary language, and disability measures.

e. Discrimination Complaints and Requests for Reasonable Accommodations. The Contractor shall provide any discrimination complaint or request for a reasonable accommodation received relating to this Contract's services and activities within two (2) business days of receipt to OCR at donovan.haynes@tn.gov.The Contractor shall cooperate with OCR and other federal and state authorities during discrimination complaint investigations and reviews for requests for reasonable accommodations and to assist individuals in obtaining information on how they can report a complaint or request a reasonable accommodation that involves DCS' services or activities by contacting OCR. To satisfy this obligation the Contractor may direct the individual to OCR's webpage at: https://www.tn.gov/dcs/about-us/contact-us/civil-rights.html or to call at 615-741-8422 if they need assistance with filing a complaint or requesting a reasonable accommodation.

*f. Readiness Review***.** Prior to the contract start date, the Contractor's designated staff member shall participate in a nondiscrimination/civil rights readiness review phase.

g. Nondiscrimination Compliance Reports. The Contractor shall submit the following nondiscrimination compliance deliverables to OCR as follows:

i. Annual Compliance Questionnaire. On an annual basis, the Contractor shall receive a Nondiscrimination Compliance Questionnaire from OCR. The Contractor shall complete the questionnaire and submit any requested documentation to OCR within sixty (60) days of receipt of the questionnaire.

ii. Quarterly Compliance Reports. The Contractor shall submit a quarterly Nondiscrimination Compliance Report which shall include the following:
    a. A civil rights and cultural competence compliance training report.
    b. A listing of all discrimination claims that are reported to the Contractor that are claimed to be related to the provision of and/or access to the services provided under the scope of this Contract.
    c. The language and communication assistance report shall capture a summary listing of language and communication assistance services that were requested by beneficiaries and/or participants such as, Arabic; large print; Sign Language and the methods used to provide those services.

h. *Nondiscrimination Notice and Taglines.* Should the Contractor create materials, which includes and is not limited to flyers, emails, text messages, the Contractor shall ensure that communications critical to obtaining services and vital documents that are targeted to participants, beneficiaries, and members of the public shall be printed with the notice of nondiscrimination and taglines required by DCS. Written materials specific to DCS shall be approved by DCS prior to the materials being sent to these individuals and at a minimum vital documents shall be translated and available in the Spanish and Arabic languages.

i. *Case Management Enrollment, Disenrollment, Re-enrollment.*

i. The Contractor shall accept beneficiaries in the order in which they are assigned to the Contractor (whether by selection or assignment). The Contractor shall not use any policy or practice that has the effect of discriminating against beneficiaries on the basis of race, color, national origin, sex, age, disability, or other classifications protected under federal and state civil rights laws.

ii. The Contractor shall accept beneficiaries in the health condition the individual is in at the time of assignment and shall not discriminate against individuals on the basis of health status, the need for health care services, or on the basis of race, color, national origin, age, sex, disability, or other classifications protected under federal and state civil rights laws.

E.18. Not a DCS Employee. The Contractor shall inform the client in writing that the Contractor is a private provider and not an employee of the State.

E.19. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq*., and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.

E.20. Title VI of the Civil Rights Act of 1964. The Contractor shall adhere to the requirements of Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d, which states that "No person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." The Contractor shall have in place or available a process to assist qualified persons of the provided service who may be limited in their English proficiency (LEP).

The Contractor shall deliver to the State on or before July 31st of each fiscal year an implementation plan that describes the Contractor's long-range goals and objectives that will guide the Contractor's efforts to ensure compliance with Title VI of the Civil Rights Act of 1964 pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Program. Title VI plans must be submitted no later than July 31st of each year to the Tennessee Department of Children's Services, Division of Diversity Initiatives.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CHILDREN'S SERVICES:

MARJORIE J. QUIN, COMMISSIONER **DATE**

***Pro Forma* ATTACHMENT A**

(Fill out only by selected Contractor)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION