



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
https://tn.service-now.com/sp?id=sc_cat_item&sys_id=a912fd4213b46b80316a73d36144b097

For additional instructions please visit:
<https://www.teamtn.gov/sts/planning-services/information-systems-planning/endorsement-request.html>

FROM : Ariel Evans
E-mail : ariel.evans@tn.gov

DATE : September 26, 2023 **All documents received by STS on 9/26/23.**

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 32901-31344 END0002489

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Applicable RFS # 32901-31344 END0002489

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of Correction
Agency Contact (name, phone, e-mail)	Ariel Evans, 615-253-8106, ariel.evans@tn.gov
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input checked="" type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required): Thomas Lyle</p> <p> <input type="checkbox"/> Applicable – Approved ISP Project# <input checked="" type="checkbox"/> Not Applicable </p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>TDOC is seeking an endorsement request for RFP #32901-31344 related to Compliant Reporting software. Interested parties will bid and provide responses related to the functionality needs of the department. This software will utilize biometric features to include voice recognition and possibly facial recognition (if available) along with an assigned PIN for all enrolled Offenders to complete reporting requirements. This system will be provided to low-risk Offenders based on their RNA score as a form of supervision. In addition, an automation feature will be included to allow for automated notifications, reminders, and mass messaging to be sent to all enrolled Offenders regarding reporting, drug screens, appointments, etc. The system shall interface with TOMIS and any future OMS utilized by the State to document all responses to check ins in a case note format acceptable by the State.</p>	

Attachment: STS Endorsement Conditions and Recommendations for END0002489

This STS endorsement is contingent upon modification of the procurement documents according to the Conditions and Recommendations described below.

This attachment contains “Conditions” and “Recommendations”.

Conditions are changes that STS requires in order for the endorsement to be valid.

Recommendations are either: 1) Changes that STS advises but does not require. 2) Items that are outside the scope of STS review but that the agency should address due to other factors such as Central Procurement Office and Comptroller guidance.

Condition:

STS endorses with the understanding that the following will be included in the contract:

If Criminal Justice Information Services (CJIS) data are involved, Contractor shall adhere to the most current CJIS security policy found at https://www.fbi.gov/file-repository/cjis_security_policy_v5-9-1_20221001.pdf/view.

Recommendation:

If the contractor/grantee will have access to any type of Confidential State Data, the current FA template instructs the agency to include the model language covering Disclosure of Personally Identifiable Information (PII) from the Special Terms and Conditions (Section E) options provided in the FA Template.

E.#. 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

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END0002489**

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.