



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

**REQUEST FOR PROPOSALS # 34360-60515
AMENDMENT # 2
FOR GOODS OR MEDICAL CLAIMS CLEARINGHOUSE**

DATE: 1/26/2016

RFP # 34360-60515 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.**

EVENT	TIME (central time zone)	DATE
1. RFP Issued		CONFIRMED
2. Disability Accommodation Request Deadline	2:00 p.m.	CONFIRMED
3. Notice of Intent to Respond Deadline	2:00 p.m.	CONFIRMED
4. Written "Questions & Comments" Deadline	2:00 p.m.	CONFIRMED
5. State Response to Written "Questions & Comments"		CONFIRMED
6. Response Deadline	2:00 p.m.	CONFIRMED
7. State Completion of Technical Response Evaluations		January 29, 2016
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 1, 2016
9. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	February 9, 2016
10. End of Open File Period		February 16, 2016
11. State sends contract to Contractor for signature		February 17, 2016
12. Contractor Signature Deadline	2:00 p.m.	February 22, 2016

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

**REQUEST FOR PROPOSALS # 34360-60515
AMENDMENT # 1
FOR GOODS OR MEDICAL CLAIMS CLEARINGHOUSE**

DATE: 12/21/2015

RFP # 34360-60515 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		CONFIRMED
2. Disability Accommodation Request Deadline	2:00 p.m.	CONFIRMED
3. Notice of Intent to Respond Deadline	2:00 p.m.	CONFIRMED
4. Written "Questions & Comments" Deadline	2:00 p.m.	CONFIRMED
5. State Response to Written "Questions & Comments"		CONFIRMED
6. Response Deadline	2:00 p.m.	January 20, 2016
7. State Completion of Technical Response Evaluations		January 27, 2016
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 28, 2016
9. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	February 4, 2016
10. End of Open File Period		February 11, 2016
11. State sends contract to Contractor for signature		February 12, 2016
12. Contractor Signature Deadline	2:00 p.m.	February 18, 2016

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION	STATE RESPONSE
1 What is the State of Tennessee Dept. of Health's average yearly claim volume?	202,000 encounters/year

QUESTION	STATE RESPONSE
2 What EMR/PMS is utilized by the State of Tennessee Dept. of Health?	EMR is vxVista (Document Storage Systems, Inc.); PMS is the Patient Tracking Billing and Management Information System (PTBMIS), a proprietary product of NetSmart, Inc.
3 Who are the top 5 insurance payers by claim volume?	Blue Cross Blue Shield of Tennessee, United Healthcare, Amerigroup, Medicare, Cigna
4 Will the State be willing to extend the response deadline?	The State is willing to do this and has modified the timeline as indicated above.
5 Will the department need to submit and correct CMS 1500's and UB04's?	The Tennessee Department of Health files both CMS 1500 claims and UB04 claims and will need to correct CMS1500 and UB04 claims. Most claims filed are CMS 1500. Note – as of FY2016, UB04 claims are filed by 16 health department clinics that are Federally Qualified Health Centers (FQHCs).
6 In the RFP, PTBMIS was mentioned as the Patient Tracking Billing and Management Information System of the Department of Health. Is this PTBMIS the practice management software that will generate the claim file?	Yes
7 What is the name of the practice management software that will be used by the State to create claim files, submit eligibility requests and post electronic remittance advice?	Patient Tracking Billing and Management Information (PTBMIS) is used to create claim files. Eligibility requests are generated via the AS400. TDH does not currently have the capability to post electronic remittance advice.
8 Will each individual Regional Health Office be responsible for correcting any claims that were rejected, or will this be handled through a Central Billing Office?	Regional Health Offices are responsible to correct claims that are rejected.
9 What is the approximate monthly claim volume that the State typically generates?	The approximate monthly claim volume is 16,800.
10 Does the State anticipate any major fluctuations to the current monthly claim volume over the course of the next five years? If so, can you please provide an estimation?	If the state implements Insure Tennessee or a similar health plan for persons in the Medicaid gap, the Department of Health could add an estimated 1,000 encounters per month to the current monthly claim volume. No other fluctuations are anticipated.
11 Will there be an opportunity for respondents to meet with the appropriate parties at the State of Tennessee Department of Health to demonstrate our services and have a face to face discussion regarding your needs?	No. There are no oral presentations scheduled with this RFP.
12 What is the preferred method of introducing additional services that may address the State of Tennessee Department of Health's needs outside of the scope of the RFP?	No additional services should be presented. Please refer to RFP Section 3.3.3. <i>"A response must not propose alternative goods or services (i.e., offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it."</i>
13 We respectfully ask for an extension to the deadline of January 5, 2016 for the RFP for the State of Tennessee Department of Health - this will allow us time to adjust our response based upon your response to our question on B.17	The State has extended the schedule of events. Please see updated schedule of events at the beginning of this amendment.

QUESTION	STATE RESPONSE
below on December 21st and the upcoming holidays.	
14 Is the State open to mutually discuss and negotiate the items under Certifications & Assurances?	No.
15 Please clarify the difference between the two types of references requested. Is it correct to assume that we need to supply five (5) total references?	<p>No. As stated in the RFP document, <i>“References from at least three (3) different individuals are required to satisfy the requirements...”</i></p> <p>Three references should come from completed projects. Two references should come from current accounts similar in size to the State. You may submit a reference from the same entity in which you completed a project and they are also a current account.</p>
16 Section A.5.c refers to payer lists. We maintain an electronic payer list which is the most up to date and is constantly changing. Will the State accept a link to our payer database as response to question C.4 within the Technical Qualifications, Experience & Approach Items?	The State will not accept an electronic link.
17 Section A.5.E refers to eligibility transactions. In this section the State lists ANSI ASC 12.281 as the inquiry transaction and ANSI ASC 12.282 as the eligibility result transaction. We are unaware of these transactions, was the State referring to ANSI ASC 12.270 eligibility inquiry and ANSI ASC 12.271 response transactions?	The State is referring to ANSI ASC X12.270 eligibility inquiry and ANSI ASC X12.271 response.
18 Section A.5.d states that the Contractor will provide a dictionary of current coding systems. Is the State referring to an online code book of sorts whereby CPT & ICD codes can be looked up? If not, please clarify.	The State is referring to a list of coding systems used by the Contractor and the source of the coding system.
19 Section A.5.k asks for the Contractor to automatically submit secondary claims to payers. Is the State referring to crossover claims from Medicare (primary) to another payer (secondary)? If not, please clarify.	<p>Claims for health plan members on the Contractor payer lists who have primary and secondary health plan coverage should be automatically submitted to the secondary health plan after the primary health plan has adjudicated the claim. Example 1– a TennCare plan member who has private insurance as primary coverage: the claim would be automatically submitted to the TennCare plan (secondary) after the private insurance plan adjudicates the claim (primary).</p> <p>Example 2 – a claim is submitted to TennCare and the plan member is identified on the Contractor payer lists with private health insurance as primary; the claim would be automatically directed to the primary insurance plan first.</p>
20 There is no mention of any Practice Management/Electronic Health Record System(s) (PM/EHR) being used by the State. What system(s) is the State using to produce claim files, post electronic remittance advice (ERA) and	Patient Tracking Billing and Management Information (PTBMIS) is used to create claim files. Eligibility requests are generated via the AS400. TDH does not currently have the capability to post electronic remittance advice.

QUESTION	STATE RESPONSE
produce eligibility requests?	
21 Section 3, there is no mention of how the sealed reference questionnaires should be packaged for delivery to the State. Should they be included in the Technical Response Package, the Cost Proposal Package or submitted in another package?	Detailed instructions on how to submit the references is included in RFP Attachment 6.2. - Section B, Question B.17. Question B.17., Section (e) states <i>“Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.”</i>
22 Section B.17 of the General Qualifications & Experience Items states the State reserves the right to confirm and clarify reference information. What does that entail? Will references need to be contacted via phone or email? If so, how would that be coordinated to ensure a connection is made to said reference?	The State reserves the right to verify reference information provided. The State will handle those communications, if needed.
23 Section 1.1 - Statement of Procurement Purpose What platform is used to generate electronic claims in county health departments?	Electronic claims are generated from PTBMIS (Patient Tracking Billing and Management Information System) which resides on an IBM iSeries AS400.
24 Section 1.1 - Statement of Procurement Purpose Are the claim edits referenced in this section Payer specific (Commercial vs. Medicare/Medicaid)?	Claim edits desired are Medicare/Medicaid edit systems, at a minimum (NCCI edits and Medicare national and local coverage determination edits) plus any claim edits available to Contractor from payers on Payer Lists.
25 Section 1.1 - Statement of Procurement Purpose Does the State have a claims edit database in use today?	Pre-submission claim editing is done at the 7 regional offices by way of reports generated in PTBMIS. The State does not define this as a claims edit database.
26 Would you grant an extension to the RFP due date? Given we do not have payer mix transaction volume, getting references similar to size as well as generating pricing is delayed without this information. The holidays will also make it difficult to get timely responses from references.	The State has extended the schedule of events. Please see updated schedule of events at the beginning of this amendment.
27 RFP ATTACHMENT 6.1. Do you require wet signature or may we use Echo Sign to sign the original copy?	The State will accept an electronic signature for the Statement of Certifications and Assurances.
28 We are asked to provide references similar in size to the State and we are asked to price the solution. In order to do this, can you please provide transaction volume by transaction type and also include Payer eligibility mix? What percentage are Medicare, Medicaid and Commercial?	The Payer mix for FY15 medical claims is: Medicaid – 160,000 claims (83.5%) Private Insurance – 19,000 claims (9.8%) Medicare – 13,000 claims (6.7%) Dental claims – 19,500 claims Note: in FY 2016 the State began filing Part A Medicare claims for 16 health department clinics that are Federally Qualified Health Centers (FQHCs). Claims for these FQHCs are projected to be (estimated) 4,000 claims per year.
29 Page 23 - C.1. Project Schedule What is the projected Implementation start date?	April 1, 2016
30 D.1. Required Approvals Could you clarify what these approvals may include?	Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources,

QUESTION	STATE RESPONSE
	the Comptroller of the Treasury, and the Chief Procurement Officer.
31 Will the State of TN Department of Health consider an open session with the business leaders and those responding to ensure clarity?	There are no oral presentations scheduled with this RFP. The State reserves the right to seek clarifications as outlined in Section 5.2.1.1. and other sections of the RFP.
32 What specific business issues have prompted this RFP?	Personnel costs and inefficiency to file paper claims; using various multiple payer systems for eligibility verification; need to streamline resources devoted to billing functions.
33 Has the decision been made that a clearinghouse will be chosen or is this an assessment of what is available in the marketplace?	It is the intent of the State to award a contract through this RFP. Please reference Section 1.2. "The pro forma contract substantially represents the contract document that the successful Respondent must sign."
34 What is the expected date a clearinghouse selection will be made?	Please see schedule of events above and specifically "State Notice of Intent to Award Released and RFP Files Opened for Public Inspection".
35 What companies have been provided with this RFP?	The RFP is public and open to any company that meets the requirements of the RFP and Pro Forma.
36 How many sites are within the Department of Health that will be using the solution?	7 regional office billing sites servicing 107 clinic sites (each clinic site has a unique NPI#).
37 If a clearinghouse will be chosen, what is the expected date of going "live"? Are there business drivers factoring into that "live" date?	April 1, 2016 The State wants a more efficient statewide system to file electronic claims and verify patient eligibility for covered benefits.
38 What processes are being used today to process claims?	TDH uses the following processes to submit claims: United Healthcare – electronic submission through Post N Track Amerigroup – electronic submission through Availity Blue Cross Blue Shield of Tennessee – electronic submission through the BCBST secure web portal DentaQuest (TennCare dental) – electronic submission through the DentaQuest secure web portal Medicare (Part A and Part B) – electronic submission using Cortex portal All other payors – paper claims submitted
39 Do the Department of Health locations currently utilize any billing system/systems? If so, please state the system/systems name, version, how the system is accessed. (i.e. hosted, owned, reseller).	The Department of Health uses PTBMIS (Patient Tracking Billing and Management Information System). PTBMIS is copyrighted by IBM, AS400
40 Should our company win the bid, will the claim files be received directly from and billing system and if so, what is the name of the system and version? Is the system owned, leased or hosted? If hosted, by whom?	Claim files will be received from the PTBMIS system. PTBMIS is copyrighted by IBM, AS400

QUESTION	STATE RESPONSE
<p>41 What browsers are used in the Department of Health today?</p> <p>Are there any expected changes being made to browser utilization in the next six months?</p>	<p>IE9, IE10, IE11 (Windows 8.1 only).</p> <p>In the next 6 months the Department of Health expects the standard to be IE11. IE10 will still be allowed. IE9 will no longer be allowed.</p>
<p>42 Is the internet accessed at the desktop of users or via server?</p> <p>If by server, what is the current server network?</p>	<p>Desktop of users</p>
<p>43 Please provide a complete description of the services the Department of Health staff are accessing today to perform the requested functions and how many staff/how many hours per day:</p> <p>a) Eligibility and Benefit verification (i.e. phone, 10 staff, full time)</p> <p>b) Pre-submission claim editing</p> <p>c) Claim Status</p> <p>d) Remittance retrieval</p> <p>e) Reporting</p> <p>f) Other (please state)</p>	<p>a) Eligibility and benefit verification is performed at check-in by 500+ staff statewide for each patient presenting for services.</p> <p>b) Pre-submission claim editing is done at 7 regional offices by way of reports in PTBMIS. 14 staff persons spend approximately 5 hours a week each preparing claims for submission.</p> <p>c) Staff at 7 regional offices follows up on claim status. Per regional office, per week, this is 4 hours' time.</p> <p>d) Remittance retrieval is performed at each of the 7 regional offices. This takes 2 hours per week per regional office.</p> <p>e) Reporting is performed at the 7 regional offices. Regional staff spends 8 hours per week per region on reporting.</p>
<p>44 What types of claims will be submitted and what estimated volumes:</p> <p>a) Professional (837P)</p> <p>b) Facility (837I)</p> <p>c) Dental (837D)</p> <p>d) Workers Compensation</p> <p>e) Liability</p>	<p>The Department of Health submits 837P, 837D and UB04 claims for reimbursement. Volumes are:</p> <p>a) Professional (837P) =192,000 (rounded)/annual</p> <p>b) Facility (837I) = 4,000 (rounded)/annual (projected)</p> <p>c) Dental (837D) =19,500 (rounded)/annual</p> <p>d) Not applicable</p> <p>e) Not applicable</p>
<p>45 What is the percentage of claims being submitted:</p> <p>a) Blue</p> <p>b) Medicaid</p> <p>c) Medicare</p> <p>d) Commercial</p> <p>e) Workers Compensation</p> <p>f) Liability</p>	<p>a) Blue Cross Blue Shield private/marketplace = 5%</p> <p>b) Medicaid = 83.5%</p> <p>c) Medicare =6.7%</p> <p>d) Other private/marketplace = 4.8%</p> <p>e) Not applicable</p> <p>f) Not applicable</p>
<p>46 Does the Department of Health currently utilize Secure FTP for file transmission and receipt? If so, what program is being utilized?</p>	<p>Yes. WinSCP</p>

COMMENT	STATE RESPONSE
<p>1 Our company requires that all clients sign our standard Sales Order Form and License Agreement (attached), which shall be amended to reflect any agreed-upon provision of the Pro Forma Contract and RFP Response.</p>	<p>Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.</p>
<p>2 The terms of the Pro Forma Contract shall be revised to reflect the services, standards and</p>	<p>Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will</p>

COMMENT	STATE RESPONSE
other provisions set forth in our RFP response.	entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.
3 Provision of services and the terms therefore shall be subject to any and all descriptions, limitations and provisions set forth in the description of services to be provided in response to the RFP. This shall include our current and proposed payer list and its methodologies for securing, receiving, transmitting and editing claims and other EDI transactions.	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.
4 Our client services support hours are Monday through Thursday, 8:30 a.m. – 7:00 p.m., and on Friday from 8:30 a.m. – 6:00 p.m., Eastern Standard Time. Training and other support services shall be provided as set forth in the response to RFP and in accordance with our standard protocols.	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.
5 Data privacy, security, retention and destruction (including the methods therefor) and disaster recovery shall be in accordance with our current policies and procedures. These policies and procedures are HIPAA-compliant (as our company is a HIPAA covered entity as a healthcare clearinghouse). Our company is also an active participant in the Healthcare Network Accreditation Program (HNAP), sponsored by the Electronic Healthcare Network Accreditation Commission (EHNAC), an independent, federally recognized self-governing body to ensure compliance with industry established standards and HIPAA regulations. We provide access to such policies and procedures onsite with reasonable advance notice and an attempt to limit disruption to our operations.	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.
6 Product warranties shall be provided to the extent set forth in our License Agreement, as such may be negotiated.	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.
7 Payment terms and pricing changes shall be as provided in our License Agreement, as such may be negotiated by the parties	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.
8 Our standard License Agreement does not permit termination for convenience.	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.
9 We may use subcontractors in its sole discretion so long as it remains responsible for the action and inaction of such subcontractors. We do not agree to prior approval of subcontractors or changes thereto. We retain the right to assign the	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.

COMMENT	STATE RESPONSE
License Agreement in the event of a change in control of our company.	
10 The "Maximum Liability" of each party shall be subject to negotiation by the parties based on the overall value of the contract.	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.
11 Our indemnification obligations, other than those for intellectual property infringement claims, shall be subject to the Maximum Liability negotiated by the parties. This shall include liability pursuant to the Business Associate Agreement signed by the parties and any other indemnification or other obligations of our company.	Respondents must submit a response conforming to the requirements of the Pro Forma contract. The State will entertain limited negotiation to standard Terms and Conditions as provided in RFP Section 5.3.5.

3. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.



**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS
FOR
MEDICAL CLAIMS CLEARINGHOUSE**

RFP # 34360-60515

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances
- 6.2. Technical Response & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma* Contract

1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

The State seeks to secure a contract for medical claims clearinghouse services for the Department of Health to securely and electronically transmit medical claims to insurance companies and to electronically verify patient insurance coverage and eligibility. Electronic transmission of claims to insurance companies will improve the revenue cycle by providing a centralized method for claims submission and eliminating the need to generate claims manually on paper and submit the claims through mail using the postal service. The medical claims clearinghouse arrangement will be used primarily for:

Electronic transmission of claims to insurance companies for health care services rendered to patients treated in county health departments operated by the State Department of Health;

Electronic eligibility verification of patient insurance coverage (i.e., verifying the patient is eligible with his/her insurance company on the date of service); and

Reviewing and filtering the claims against established claim edits to identify any claim errors and provide a means to correct the claim before the claim is submitted to the insurance company. This significantly reduces the number of rejected/denied claims and claims returned for additional information, thereby reducing the days in accounts receivable and improving cash flow for the Department.

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

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:

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

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

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

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

RFP # 34360-60515

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

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

Brandon Silby, Solicitation Coordinator
Department of General Services
Central Procurement Office
3rd Floor WRS TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
615-532-2440
Brandon.Silby@tn.gov

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

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Department of General Services
Central Procurement Office
3rd Floor WRS TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
615-741-3836
Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.7).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

All statistical or fiscal data or information provided by the State in conjunction with this RFP, whether by way of exhibits, amendments or modifications to this RFP, are provided by the State "as is." The State expressly disclaims any warranty as to the accuracy or the adequacy of any statistical or fiscal data that it provides to Respondents. A Respondent's reliance upon the accuracy or adequacy of such data shall not be the basis of relief from contract performance or recovery of actual, consequential or punitive damages from the State.

1.5. **Assistance to Respondents with a Handicap or Disability**

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

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

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Notice of Intent to Respond**

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

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

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

1.8. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		December 1, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	December 4, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	December 7, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	December 11, 2015
5. State Response to Written "Questions & Comments"		December 21, 2015
6. Response Deadline	2:00 p.m.	January 5, 2016
7. State Completion of Technical Response Evaluations		January 11, 2016
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 12, 2016
9. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	January 19, 2016
10. End of Open File Period		January 26, 2016
11. State sends contract to Contractor for signature		January 27, 2016
12. Contractor Signature Deadline	2:00 p.m.	February 1, 2016

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.7).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Response paper document labeled:
“RFP # 34360-60515 TECHNICAL RESPONSE ORIGINAL”

and three (3) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:
“RFP # 34360-60515 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
“RFP # 34360-60515 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:
“RFP # 34360-60515 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:
“DO NOT OPEN... RFP # 34360-60515 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34360-60515 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 34360-60515 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

Brandon Silby, Solicitation Coordinator
Department of General Services
Central Procurement Office
3rd Floor WRS TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
615-532-2440
Brandon.Silby@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses.

Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

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

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

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

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

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.7). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

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

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

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

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachment 6.3.)	40

5.2. Evaluation Process

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

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

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

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

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. **Clarifications.** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. **Negotiations.** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. **Cost Negotiations.** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited 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 evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 34360-60515 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or
SSN):**

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		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 (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , 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 Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	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	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: <ul style="list-style-type: none"> (i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or One Million Dollars (\$1,000,000) per occurrence for employers' liability; (ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Professional Malpractice Liability with a limit of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. (e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability. 	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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 of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	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 change of control 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, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> 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 RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description and total value; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ 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 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 <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (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 <p>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.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score =20)</p>
<p><i>State Use – Evaluator Identification:</i></p>		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

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 and project schedule.		3	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State’s project schedule.		3	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State’s project schedule.		3	
	C.4.	Provide a narrative that defines the Respondent’s Current Payer List as described in Pro Forma Contract Section A.5.c.		3	
	C.5.	Provide a narrative that illustrates how the Respondent will provide updates to its Payer Client List as described in Pro Forma Contract Section A.5.c.		1	
	C.6.	Provide a narrative that illustrates the Respondent’s plan to securely transmit electronic claims to Payers as described in Pro Forma Contract Section A.5.c.		3	
	C.7.	Provide a narrative that demonstrates how the Respondent will maintain current versions of industry standard health care coding systems as described in Pro Forma Contract Section A.5.d.		2	
	C.8.	Provide a narrative that illustrates how the Respondent will provide eligibility and benefit plan inquiry transactions and response transactions as described in Pro Forma Contract Section A.5.e.		3	
	C.9.	Provide a narrative that describes how the Respondent will accept and process claim files as described in Pro Forma Contract Section A.5.f.		3	
	C.10.	Provide a narrative that illustrates how the Respondent will apply claim editing and claim correction as described in Pro Forma Contract Sections A.5.g. through j.		3	
	C.11.	Provide a narrative that describes how the Respondent will		1	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		submit secondary claims to secondary payer(s) on Payer Client List with primary payer adjudication information as described in Pro Forma Contract Section A.5.k.			
	C.12.	Provide a narrative that describes how the Respondent will provide Customer Service Support as described in Pro Forma Contract Section A.5.l.		3	
	C.13.	Provide a narrative that illustrates how the Respondent will provide and maintain secure Web Based Resources as described in Pro Forma Contract Section A.5.m.		3	
	C.14.	Provide a narrative that illustrates how the Respondent will complete the Training as described in Pro Forma Contract Section A.5.n.		2	
	C.15.	Provide a narrative that describes how the Respondent will complete ICD10 Testing as described in Pro Forma Contract Section A.5.o.		3	
	C.16.	Provide a narrative that describes how the Respondent will make available to the State the Electronic Remittance Advice from the payer as described in Pro Forma Contract Section A.5.p.		2	
	C.17.	Provide a narrative that describes how Respondent will comply with State disaster recovery specifications as described in Pro Forma Contract Section A.5.q.		2	
	C.18.	Provide a narrative that describes how Respondent will comply with State privacy specifications as described in Pro Forma Contract Section A.5.r. and A.5.s.		3	
	C.19.	Provide a narrative that describes how Respondent will comply with State privacy specifications as described in Pro Forma Contract Section A.5.t.		3	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>				Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>	
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 40 <i>(maximum possible score)</i>	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Member eligibility verification and Member benefit plan and coverage verification (A.5.e.)	\$ / INQUIRY						204,968	
Member eligibility verification and Member benefit plan and coverage verification (A.5.e.)		\$ / INQUIRY					216,968	
Member eligibility verification and Member benefit plan and coverage verification (A.5.e.)			\$ / INQUIRY				218,968	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Member eligibility verification and Member benefit plan and coverage verification (A.5.e.)				\$ / INQUIRY			218,968	
Member eligibility verification and Member benefit plan and coverage verification (A.5.e.)					\$ / INQUIRY		218,968	
Claim file to accept claims from State (A.5.f.) One-time charge.	\$ / ONE TIME DEVELOPMENT COST						1	
Electronic claim transactions from State to Contractor (A.5.f.)	\$ / CLAIM						204,968	
Electronic claim transactions from State to Contractor (A.5.f.)		\$ / CLAIM					216,968	
Electronic claim transactions from State to Contractor (A.5.f.)			\$ / CLAIM				218,968	
Electronic claim transactions from State to Contractor (A.5.f.)				\$ / CLAIM			218,968	
Electronic claim transactions from State to Contractor (A.5.f.)					\$ / CLAIM		218,968	
Contractor claim editing/scrubbing (A.5.g.)	\$ / CLAIM						204,968	
Contractor claim editing/scrubbing (A.5.g.)		\$ / CLAIM					216,968	
Contractor claim editing/scrubbing (A.5.g.)			\$ / CLAIM				218,968	
Contractor claim editing/scrubbing (A.5.g.)				\$ / CLAIM			218,968	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Contractor claim editing/scrubbing (A.5.g.)					\$ / CLAIM		218,968	
Claims rejected in claim editing returned to State (A.5.h.)	\$ / CLAIM						81,987	
Claims rejected in claim editing returned to State (A.5.h.)		\$ / CLAIM					43,394	
Claims rejected in claim editing returned to State (A.5.h.)			\$ / CLAIM				32,845	
Claims rejected in claim editing returned to State (A.5.h.)				\$ / CLAIM			32,845	
Claims rejected in claim editing returned to State (A.5.h.)					\$ / CLAIM		32,845	
Electronic claim submission to Payer(s) (A.5.i.)	\$ / CLAIM						194,720	
Electronic claim submission to Payer(s) (A.5.i.)		\$ / CLAIM					210,459	
Electronic claim submission to Payer(s) (A.5.i.)			\$ / CLAIM				214,589	
Electronic claim submission to Payer(s) (A.5.i.)				\$ / CLAIM			214,589	
Electronic claim submission to Payer(s) (A.5.i.)					\$ / CLAIM		214,589	
Claim correction tools and electronic claim resubmission (A.5.j.)	\$ / CLAIM						81,987	
Claim correction tools and electronic claim resubmission (A.5.j.)		\$ / CLAIM					43,394	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Claim correction tools and electronic claim resubmission (A.5.j.)			\$ / CLAIM				32,845	
Claim correction tools and electronic claim resubmission (A.5.j.)				\$ / CLAIM			32,845	
Claim correction tools and electronic claim resubmission (A.5.j.)					\$ / CLAIM		32,845	
Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s) (A.5.k.)	\$ / CLAIM						40,994	
Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s) (A.5.k.)		\$ / CLAIM					43,394	
Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s) (A.5.k.)			\$ / CLAIM				43,794	
Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s) (A.5.k.)				\$ / CLAIM			43,794	
Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s) (A.5.k.)					\$ / CLAIM		43,794	
Customer Service Support (A.5.l.)	\$ / INQUIRY						4,000	
Customer Service Support (A.5.l.)		\$ / INQUIRY					2,000	
Customer Service Support (A.5.l.)			\$ / INQUIRY				2,000	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Customer Service Support (A.5.l.)				\$ / INQUIRY			2,000	
Customer Service Support (A.5.l.)					\$ / INQUIRY		2,000	
Web Based Reports (A.5.m.)	\$ / REPORT						1,056	
Web Based Reports (A.5.m.)		\$ / REPORT					1,056	
Web Based Reports (A.5.m.)			\$ / REPORT				1,056	
Web Based Reports (A.5.m.)				\$ / REPORT			1,056	
Web Based Reports (A.5.m.)					\$ / REPORT		1,056	
In-person Training (A.5.n.)	\$ / EMPLOYEE						150	
In-person Training (A.5.n.)		\$ / EMPLOYEE					120	
In-person Training (A.5.n.)			\$ / EMPLOYEE				120	
In-person Training (A.5.n.)				\$ / EMPLOYEE			120	
In-person Training (A.5.n.)					\$ / EMPLOYEE		120	
ICD-10 Testing (A.5.o.)	\$ / CLAIM						1,050	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Electronic Remittance Advice (A.5.p.)	\$ / REMITTANCE ADVICE						1,680	
Electronic Remittance Advice (A.5.p.)		\$ / REMITTANCE ADVICE					1,680	
Electronic Remittance Advice (A.5.p.)			\$ / REMITTANCE ADVICE				1,680	
Electronic Remittance Advice (A.5.p.)				\$ / REMITTANCE ADVICE			1,680	
Electronic Remittance Advice (A.5.p.)					\$ / REMITTANCE ADVICE		1,680	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):								
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						$\times 40$	$\text{(maximum possible score) = SCORE:}$	
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 34360-60515 REFERENCE QUESTIONNAIRE

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

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

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

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

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

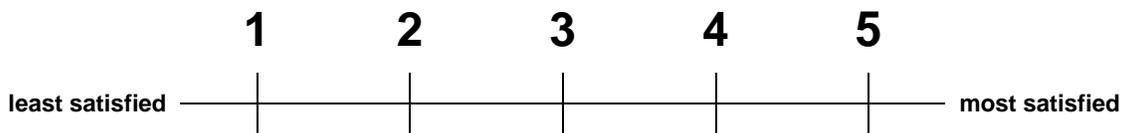
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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



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

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

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

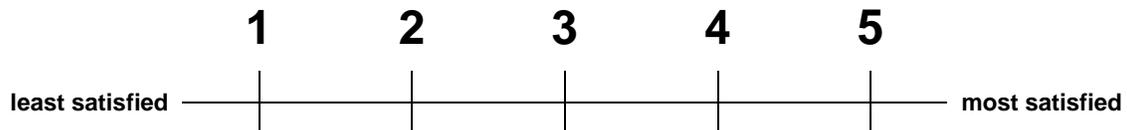
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

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

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

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

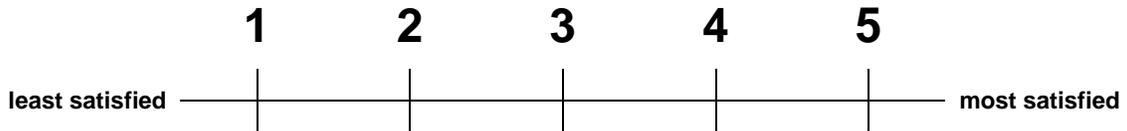
Please respond by circling the appropriate number on the scale below.



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

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

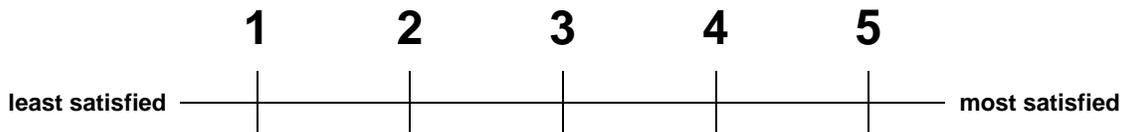
Please respond by circling the appropriate number on the scale below.



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

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

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 40)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 34360-60515 *PRO FORMA* CONTRACT

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

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

This Contract, by and between the State of Tennessee, Department of Health (“State”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of Medical Claims Clearinghouse 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. Service Definitions.

- a. “AES” means Advanced Encryption Standard which is a specification for the encryption of data established by NIST.
- b. “ANSI” means American National Standards Institute, an organization that oversees the creation, promulgation, and use of thousands of norms and guidelines that directly impact businesses in nearly every sector.
- c. “CVX” means HL7 Standard Code Set for immunizations.
- d. “Days” shall mean calendar days unless otherwise stated in this Contract.
- e. “EDI” means Electronic Data Interchange, an electronic communication system that provides standards for exchanging data via any electronic means.
- f. “HCPCS” means Healthcare Common Procedure Coding System, a set of health care procedure codes based on the American Medical Association’s (AMA®) Current Procedural Terminology (CPT).
- g. “HL7 (Health Level 7, International)” means an ANSI Standards Developing Organization (SDO) that authors and maintains standards for healthcare data interoperability (which includes messages, documents, and service processes data formats and vocabulary).
- h. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996.
- i. “HITECH” means The Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2007.
- j. “ICD9” means International Classification of Diseases Ninth Revision.
- k. “ICD10” means International Classification of Diseases Tenth Revision.
- l. “IPsec” means Internet Protocol Security which is a protocol suite for securing Internet Protocol (IP) communications by authenticating and encrypting each IP packet of a communication session.

- m. "NCCI" means National Correct Coding Initiative developed by the Centers for Medicare and Medicaid Services to promote national correct coding methodologies.
- n. "NIST" means the National Institute of Standards and Technology, an agency of the U.S. Department of Commerce that develops technology, measurements, and standards.
- o. "NIST SP800-88 Revision 1" means the National Institute of Standards and Technology's Special Publication regarding *Guidelines for Media Sanitization*.
- p. "NIST SP800-52 Revision 1" means the National Institute of Standards and Technology's Special Publication regarding *Guidelines for the Selection, and Use of Transport Layer Security (TLS) Implementations*.
- q. "NIST SP800-77" means the National Institute of Standards and Technology's Special Publication regarding *Guide to IPsec VPNs*.
- r. "NIST SP800-111" means the National Institute of Standards and Technology's Special Publication regarding *Guide to Storage Encryption Technologies*.
- s. "Payer Client List" means the list of insurance plans represented by the Contractor and for which Contractor makes available member insurance plan benefits and eligibility information and electronic claims transmission.
- t. "Personally Identifiable Information (PII)" means any information about an individual that is collected, maintained, and/or disseminated including but not limited to (1) any information that can be used to distinguish or trace an individual's identity, such as name, street address, email address, driver's license number, social security number, financial account or credit card number, date or place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- u. "Protected Health Information (PHI)" means
 1. Information created or received by a health care provider, health plan, employer, or health care clearinghouse that relates to the past, present, or future physical, genetic, or mental health or condition of an individual.
 2. The provision of health care to an individual; or
 3. The past, present, or future payment for the provision of health care to an individual;
 4. That identifies the individual; or
 5. For which there is a reasonable basis to believe the information can be used to identify the individual.
- v. "PTBMIS" means the Patient Tracking Billing and Management Information System of the Department of Health.
- w. "Railroad Medicare Carrier" means a private company that provides Medicare coverage for railroad retirement beneficiaries.
- x. "Regional Health Office" means seven (7) rural regional health offices to include Northeast Regional Office, Johnson City, TN; East Regional Office, Knoxville, TN; Southeast Regional Office, Chattanooga, TN; Upper Cumberland Regional Office, Cookeville, TN; Mid Cumberland Regional Office, Nashville, TN; South Central Regional Office, Columbia, TN; and West Regional Office, Jackson, TN.
- y. "RPO" means Recovery Point Objective which is the age of files that must be recovered from backup storage for normal operations to resume if a computer, system or network goes down as a result of a hardware, program, or communications failure.

- z. "RTO" means Recovery Time Objective which is the duration of time and a service level within which a business process must be restored after a disaster in order to avoid unacceptable consequences associated with a break in continuity.
 - aa. "S/MIME" means Secure/Multipurpose Internal Mail Extensions which is a standard for encryption and signing of MIME data. MIME data is an extension of the original Internet Protocol that allows the exchange of different kinds of data files on the internet including audio, video, images, and applications.
 - ab. "SHA" means Secure Hash Algorithm which is a family of cryptography (SHA-1, 2, 3) published by the NIST addressing data encryption.
 - ac. "SSL" means Secure Socket Layer which is the standard security technology for establishing an encrypted link between a web server and a browser.
 - ad. "SSL Certificate" means Secure Socket Layer Certificate which is a type of digital certificate that binds the ownership details of a web server and website to cryptographic keys.
 - ae. "SSL-VPN" means Secure Sockets Layer-Virtual Private Network, a technology that allows remote users access to web applications, client/server applications and internal network connections.
 - af. "Third Party Health Departments" means the six (6) Metropolitan county owned and operated health departments in the State of Tennessee to include Shelby County Health Department, Memphis, TN; Davidson County Health Department, Nashville, TN; Hamilton County Health Department, Chattanooga, TN; Sullivan County Health Department, Blountville, TN; Madison County Health Department, Jackson, TN; and Knox County Health Department, Knoxville, TN.
 - ag. "TLS" means Transport Layer Security which is a cryptographic protocol designed to provide communications security over computer networks.
 - ah. "Triple DES (3DES)" is the common name for Triple Data Encryption Standard which is a type of encryption algorithm that encrypts data three (3) times.
 - ai. "Trusted Certificate Authority" means a trusted entity that issues digital certificates that contain identity credentials to help represent an organization's online identity.
 - aj. "Virtual Private Network (VPN)" means a virtual network built on top of existing physical networks that can provide a secure communications mechanism for data and control information transmitted between networks.
 - ak. "XML Encryption" means Extensible Markup Language Encryption which is a specification that defines how to encrypt the contents of an extensible markup language element which is used in website development.
- A.3. Service Goal. Contractor shall provide secure electronic transmission of medical claims to insurance companies and electronic eligibility and benefit verification of patient insurance coverage for the State and Third Party Health Departments, as may be identified in agreements between the Contractor and Third Party Health Departments.
- A.4. Service Recipients. Service recipients are Tennessee citizens seeking health services in county health departments throughout the State. Third Party Health Departments may utilize this Contract as negotiated by the State. The State shall not be responsible or liable for the transactions between the Contractor and Third Party Health Departments.
- A.5. Service Description. The Contractor shall deliver the services outlined herein.

- a. Kickoff Meeting. The Contractor shall participate in a planning and strategy meeting with the State within ten (10) business days of the Effective Date to introduce the Contractor to State staff.
- b. Project Management. The Contractor shall designate a single Project Manager to serve as the Contractor's primary point of contact for all activities.
- c. Payer Client List. The Contractor shall maintain, during the term of this Contract, a Payer Client List that includes, at a minimum, Blue Cross Blue Shield of Tennessee, United Healthcare in Tennessee, Cigna in Tennessee, Aetna in Tennessee, Humana in Tennessee, Community Health Alliance and the managed care organizations that contract with the State of Tennessee Bureau of TennCare to administer managed care medical services for TennCare enrollees. During the term of this Contract, Contractor shall provide updates to the State, on a monthly basis, of payers added to its Payer Client List and payers removed from its Payer Client List. Contractor shall have the ability to securely transmit electronic claims to all payers on its Payer Client List. Contractor shall securely transmit electronic medical claims to the Medicare Administrative Contractor for Part B in Tennessee and to the Railroad Medicare Carrier. Contractor shall have the ability to transmit State claims to payers on its Payer Client List within sixty (60) days of the Effective Date of the contract with the State.
- d. Coding Systems. The Contractor shall use the most current versions of industry standard health care coding systems: American Medical Association (AMA®) Current Procedural Terminology, International Classification of Diseases Ninth Revision (ICD9) and International Classification of Diseases Tenth Revision (ICD10), Healthcare Common Procedure Coding System (HCPCS) and Centers for Disease Control and Prevention CVX codes. Contractor shall maintain, at no additional cost to the State, and use the most current releases of National Correct Coding Initiative (NCCI) edits from the Centers for Medicare and Medicaid Services (CMS). Contractor shall provide to the State a dictionary of current coding systems used for claims.
- e. Eligibility and Benefit Plan Verification. Contractor shall provide ANSI ASC X12.281 inquiry transactions for Eligibility, Coverage and Benefits. Contractor shall provide a real-time secure web interface to search individual patient eligibility status, benefit plan information and patient benefit plan financial responsibility amounts (copay, coinsurance, deductible) for payers on Contractor's Payer Client List. Contractor shall provide ANSI ASC X12.282 response transactions for Eligibility, Coverage and Benefits. Contractor shall provide a method to print response transactions for Eligibility, Coverage and Benefits.
- f. Claim Submission By State To Contractor. The Contractor shall develop, for the State's final approval, a HIPAA compliant EDI claim file format ASC 5010 X12-837 within thirty (30) days of the Effective Date, to be used to securely accept claim files from the State. Contractor shall accept claim files from State twenty-four (24) hours per day, seven (7) days per week, via batch file, using a delivery method that meets the security standards as stipulated in Section A.5.t. of this contract. State shall transmit claim files from seven (7) Regional Health Offices, one batch file per region per day. Contractor shall have an on-line capability for State to securely submit individual claims outside a batch file. Contractor shall accept claims on a real-time basis and initiate claim editing requirements upon receipt of claim files. Third party health departments shall negotiate individually with Contractor for submission of claim files to Contractor.
- g. Claim Editing. Contractor shall utilize a claim editing or scrubbing system to apply edits based on the claim date of service for, at a minimum:
 - (1) Procedure/Diagnosis/Modifier code matching and appropriateness
 - (2) Unbundling of mutually exclusive services
 - (3) Duplicate claims
 - (4) NCCI edit tables

(5) Medicare Local Coverage Determinations

The claim editing system shall be maintained with the most current releases of rules applicable to editing categories listed above which are applied to every claim electronically transmitted to Contractor by the State prior to transferring the claim to the payer for processing.

- h. Claims Rejected in Claim Editing. Contractor shall securely return claims that do not meet edits, within four (4) hours of rejection, with rejection codes and messages in simple, non-technical language explaining why the claim does not comply with the edit(s) and suggesting possible remediation steps. Contractor shall release claims not rejected in a batch file and securely transmit those claims to the payer(s). Contractor shall not hold an entire claim batch unless all claims in the batch require editing by the State.
- i. Claim Submission to Payer. Contractor shall notify State of claim status within forty eight (48) hours (business days) of completing the claims transmission to payer(s). Claims submitted to payer(s) shall have an initial acceptance rate of 95%.
- j. Claim Correction and Resubmission. Contractor shall provide to the State electronic claim correction tools in real-time and shall allow immediate correction and resubmission by the State of corrected claims. Contractor shall provide tools to the State for partially completed claims to be saved for further follow-up and completion. The tools shall be provided to the State prior to the initial claim submission by State to Contractor.
- k. Claims with Primary and Secondary Insurance Coverage. Contractor shall automatically submit secondary claims to secondary payer(s) on Payer Client List with primary payer adjudication information (coordination of benefits).
- l. Customer Service Support. Contractor's customer service telephone support shall be available during the core business hours of Monday through Friday, 6:00 a.m. to 6:00 p.m. Central Time with a direct support representative based in the United States with response times defined below:
 - (1) Critical – An error has occurred preventing claims transmission and/or response from the Contractor's system – Contractor's response time shall be within thirty (30) minutes of the call placed by the State.
 - (2) Priority – An error condition exists which prevents multiple claims from being submitted to Contractor – Contractor's response time shall be within one (1) hour of the call placed by the State.
 - (3) Standard – An error has occurred on an individual claim which prevents claim transmission to Contractor – Contractor's response time shall be the same or next business day during core business hours of 6:00 a.m. to 6:00 p.m. Central Time.

Contractor shall provide a web based self-serve customer support capability on a 24 hour 7 day a week schedule.
- m. Web Based Resources. Contractor's real-time secure web interface system shall include the ability to print patient specific information related to eligibility, benefits and patient financial responsibility amounts. Contractor's web based reporting tool shall include the ability for State to sort rejected and denied claims by payer denial reason. Contractor shall provide the following web based tools to State:
 - (1) View claims by patient
 - (2) View claims inventory by status (submitted, in process, rejected, pending, paid)
 - (3) View claims by workflow process category (error correction, reconciliation, remittance, resubmission, pending additional documentation)

Contractor shall provide a secure web based reporting tool to monitor status and manage claims by payer, by billing site NPI and by patient account. Contractor shall provide a web based reporting system for the State to generate and access the following report types, at a minimum:

- (1) Claims accepted
- (2) Claims rejected and denied with rejection and/or denial reasons
- (3) Claims in other error status from the Contractor or payer
- (4) Claims transmitted
- (5) Claims acknowledged
- (6) Remittance Advice
- (7) Claims in the adjudication process
- (8) Claims involving coordination of benefits
- (9) Claims paid
- (10) Claims detail by payer
- (11) Aged Claim Summary Report

- n. Training. Within thirty (30) days of the Effective Date, Contractor shall provide training to State for a minimum of thirty (30) personnel on features and use of Contractor's clearinghouse system available to State. Thereafter, Contractor shall provide training to State for a minimum of ten (10) State personnel on at least a monthly basis on features and use of Contractor's clearinghouse system available to State, as requested by the State. Training shall include face to face instruction and web based instruction. If Contractor makes changes to features and use of Contractor's clearinghouse system, Contractor shall provide training to State, at no additional cost to State, for a minimum of thirty (30) personnel on Contractor's system changes, at least ten (10) business days prior to the effective date of such changes.
- o. ICD10 Testing. Contractor shall allow the State to submit test claims using ICD-10 coding to be sent through the claim editing or scrubbing system and return any known errors without sending these claims to the payer. Contractor shall allow the State to submit ICD-10 test claims as often as necessary for ICD-10 codes to be accepted by Contractor.
- p. Electronic Remittance Advice (ERA). Contractor shall accept the Electronic Remittance Advice (ERA) from the payer and make it available to the State for review online, with print capability of the ERA by the State in ASC X12 835 format or its replacement. Contractor shall notify State of receipt of ERA within one (1) hour of payer's transmission to and acknowledgement by Contractor.
- q. Disaster Recovery. Contractor shall have a Disaster Recovery Plan to include:
- a. RTO: Servers must be back online and available within twenty four (24) hours.
 - b. RPO: One (1) hour is the maximum amount of data that can be lost in the event of a declared disaster (requires application of storage and servers).
 - c. Contractor shall conduct a coordinated disaster recovery test at least once a year or more often at State request (not to exceed two tests per year).
 - d. Contractor shall present the test results to the State for review and approval.
 - e. If the test does not meet the contractually specified RTO and RPO, the Contractor shall coordinate the development of a Remediation Plan and submit this plan to the State for review and approval within fifteen (15) business days following the conclusion of the test.
 - f. Upon State approval of the Remediation Plan, the Contractor shall initiate the remediation effort and manage it to conclusion, assuring that the responsible party/parties complete and verify (test) the remediation work within fifteen (15) business days. The Contractor shall present remediation test results to the State for review and approval.
 - g. In the event of an actual service outage, the Contractor shall, with State oversight, coordinate recovery efforts and execute its assigned recovery tasks

according to the approved Disaster Recovery Plan and as requested by the State.

- r. Privacy. Contractor shall comply with all State privacy specifications defined in the Business Associate Agreement (Attachment 1).
- s. PHI Data. All PHI data received/created by the State or received/created by the Contractor, subcontractor or agents on behalf of the State will be securely housed and stored in accordance with the Contractor's security protocols to include but not limited to the following:
 - i. Data shall be hosted on a server(s) within the continental United States that has a secure physical location with securely controlled limited physical and remote access.
 - ii. Backup of data shall be encrypted in accordance to secure methods and with off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.
 - iii. Firewalls shall be maintained to provide current protection for the hosting network and the hosting environment.
 - iv. Anti-virus protection shall be maintained at a current level to protect the hosting environment.
 - v. Hosting servers shall be maintained at current patch levels for applications and operating system.
 - vi. Hosting facility shall be maintained to include proper environmental and power protection controls.
- t. Security Measures. Contractor shall implement technical security measures including mechanisms to encrypt and decrypt electronic protected health information "at rest" and "during transmission" over an electronic communications network consistent with NIST Special Publications 800-52 Revision 1, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of Protected Health Information (PHI).

The system shall support protection of confidentiality of all Protected Health Information (PHI) and/or Personally Identifiable Information (PII) delivered over the internet or other known open networks via encryption using triple-DES (3DES) or the Advanced Encryption Standard (AES) and an open protocol such as TLS, SSL, IPSec, XML encryptions, or S/MIME or their successors.

The system shall support protection of integrity of all Protected Health Information (PHI) and/or Personally Identifiable Information (PII) delivered over the internet or other known open networks via SHA1 hashing and an open protocol such as TLS, SSL, IPSec, XML digital signature, or S/MIME or their successors. Provide provisions for migration of SHA1 to SHA2 as SHA1 is scheduled to expire after December 31, 2015.

The system, when storing PHI shall support use of standards based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.

Encryption shall be in accordance with the Secretary of the U.S. Health and Human Service's Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals available at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html> and consistent with NIST Special Publication 800-111 *Guide to Storage Encryption*.

The State reserves the right to perform Penetration Testing. If the State exercises this right, the Contractor shall allow State employees (or designated third parties) to conduct Security Assessment activities to include control reviews. Review activities include but

are not limited to scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of State information for vulnerabilities.

At the State's request, the contractor shall provide proof of certification, accreditation, or audit on a yearly basis to the State to validate the hosting solution security. (Examples: SOC 2 Type II/ SOC 3, ISO 27001.).

The system shall be compliant with the State's Enterprise Information Security Policies.

- u. Browser Security. Provide, if applicable, browser security through SSL-VPN encryption utilizing SSL certificate with (IPSEC) protocol. The certificate shall be maintained current with authorized trusted certificate authority.
 - v. Website Access. Provide website access to the State twenty-four (24) hours per day, seven (7) days per week, except when the Contractor must suspend availability for purposes of maintenance, updating and/or revision of the website. The Contractor will use reasonable efforts to limit the number of hours of scheduled maintenance each month and schedule maintenance during off-peak usage. System maintenance will be scheduled at mutually agreed upon times. The Contractor shall provide upgrades, if any, to the website services provided in accordance with schedules to be determined by the Contractor. Such upgrades shall be made available to the State when new versions of the website services are released by the Contractor.
 - w. Return of Data. Upon expiration or termination of the Contract, for any reason, the Contractor shall securely return all data received/created by the State or received/created by the Contractor, subcontractor or agents on behalf of the State, to the State Program Director referenced in Section D.2 using a method mutually agreed upon by both parties at the time of termination. The Contractor will then destroy all data in accordance to the current NIST SP800-88 Sanitation guidelines.
- A.6. 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 general 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.7. 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 on March 1, 2016 (“Effective Date”) and extend for a period of thirty six (36) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

- B.1. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

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

- a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Contract Year One	
Goods or Services Description	Amount (per compensable increment)
Member eligibility verification and Member benefit plan and coverage verification. (Section A.5.e.)	\$ Number
Claim file to accept claims from State (one-time charge). (Section A.5.f.)	\$ Number
Electronic claim transactions from State to Contractor. (Section A.5.f.)	\$ Number
Contractor claim editing/scrubbing. (Section A.5.g.)	\$ Number
Claims rejected in claim editing returned to State. (Section A.5.h.)	\$ Number
Electronic claim submission to Payer(s). (Section A.5.i.)	\$ Number
Claim correction tools and electronic claim resubmission. (Section A.5.j.)	\$ Number

Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s). (Section A.5.k.)	\$ Number
Customer Service Support. (Section A.5.l.)	\$ Number
Web Based Reports. (Section A.5.m.)	\$ Number
In-person Training. (Section A.5.n.)	\$ Number
ICD-10 Testing. (Section A.5.o.)	\$ Number
Electronic Remittance Advice. (Section A.5.p.)	\$ Number

Contract Year Two	
Goods or Services Description	Amount (per compensable increment)
Member eligibility verification and Member benefit plan and coverage verification. (Section A.5.e.)	\$ Number
Electronic claim transactions from State to Contractor. (Section A.5.f.)	\$ Number
Contractor claim editing/scrubbing. (Section A.5.g.)	\$ Number
Claims rejected in claim editing returned to State. (Section A.5.h.)	\$ Number
Electronic claim submission to Payer(s). (Section A.5.i.)	\$ Number
Claim correction tools and electronic claim resubmission. (Section A.5.j.)	\$ Number
Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s). (Section A.5.k.)	\$ Number
Customer Service Support. (Section A.5.l.)	\$ Number
Web Based Reports. (Section A.5.m.)	\$ Number
In-person Training. (Section A.5.n.)	\$ Number
Electronic Remittance Advice. (Section A.5.p.)	\$ Number

Contract Year Three	
Goods or Services Description	Amount (per compensable increment)
Member eligibility verification and Member benefit plan and coverage verification. (Section A.5.e.)	\$ Number
Electronic claim transactions from State to Contractor. (Section A.5.f.)	\$ Number
Contractor claim editing/scrubbing. (Section A.5.g.)	\$ Number
Claims rejected in claim editing returned to State. (Section A.5.h.)	\$ Number
Electronic claim submission to Payer(s). (Section A.5.i.)	\$ Number

Claim correction tools and electronic claim resubmission. (Section A.5.j.)	\$ Number
Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s). (Section A.5.k.)	\$ Number
Customer Service Support. (Section A.5.l.)	\$ Number
Web Based Reports. (Section A.5.m.)	\$ Number
In-person Training. (Section A.5.n.)	\$ Number
Electronic Remittance Advice. (Section A.5.p.)	\$ Number

Contract Year Four (if contract is renewed)	
Goods or Services Description	Amount (per compensable increment)
Member eligibility verification and Member benefit plan and coverage verification. (Section A.5.e.)	\$ Number
Electronic claim transactions from State to Contractor. (Section A.5.f.)	\$ Number
Contractor claim editing/scrubbing. (Section A.5.g.)	\$ Number
Claims rejected in claim editing returned to State. (Section A.5.h.)	\$ Number
Electronic claim submission to Payer(s). (Section A.5.i.)	\$ Number
Claim correction tools and electronic claim resubmission. (Section A.5.j.)	\$ Number
Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s). (Section A.5.k.)	\$ Number
Customer Service Support. (Section A.5.l.)	\$ Number
Web Based Reports. (Section A.5.m.)	\$ Number
In-person Training. (Section A.5.n.)	\$ Number
Electronic Remittance Advice. (Section A.5.p.)	\$ Number

Contract Year Five (if contract is renewed)	
Goods or Services Description	Amount (per compensable increment)
Member eligibility verification and Member benefit plan and coverage verification. (Section A.5.e.)	\$ Number
Electronic claim transactions from State to Contractor. (Section A.5.f.)	\$ Number
Contractor claim editing/scrubbing. (Section A.5.g.)	\$ Number
Claims rejected in claim editing returned to State. (Section A.5.h.)	\$ Number
Electronic claim submission to Payer(s). (Section A.5.i.)	\$ Number

Claim correction tools and electronic claim resubmission. (Section A.5.j.)	\$ Number
Automatic creation of secondary claim (coordination of benefits) and submission to Payer(s). (Section A.5.k.)	\$ Number
Customer Service Support. (Section A.5.l.)	\$ Number
Web Based Reports. (Section A.5.m.)	\$ Number
In-person Training. (Section A.5.n.)	\$ Number
Electronic Remittance Advice. (Section A.5.p.)	\$ Number

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:

Pam Baggett, Director
Billing and Operational Support
Community Health Services
Tennessee Department of Health
710 James Robertson Parkway, 7th Floor
Nashville, TN 37243

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

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Department of Health, Community Health Services
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
 - a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

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

The State:

Pam Baggett, Director
 Billing and Operational Support
 Community Health Services

Tennessee Department of Health
 710 James Robertson Parkway, 7th Floor
 Nashville, TN 37243
Pamelia.J.Baggett@tn.gov
 Telephone # 615-532-3101
 FAX # 615-532-6069

The Contractor:

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

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

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

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

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 2, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (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.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating

to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties'

agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
 - f. the Contractor's response seeking this Contract.
- D.30. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. 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.

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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

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 and employer liability insurance in the amounts required by appropriate state statutes; or
 - ii. 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 employees 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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
- The obligations set forth in this section shall survive the termination of this Contract.
- E.3. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.4. Intellectual Property. 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 or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- 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 and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

- E.6. 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HEALTH:

John J. Dreyzehner, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTACHMENT 2

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION