



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES

REQUEST FOR PROPOSALS

FOR

STATEWIDE
THERAPEUTIC FAMILY PRESERVATION AND
REUNIFICATION SERVICES

RFP # 35910-02030

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
- 6.7. Regional Map

1. INTRODUCTION

The State of Tennessee, **Department of Children's Services (DCS)**, 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 mission of the Tennessee Department of Children's Services is to ensure forever families for children and youth by delivering evidence-base services in partnership with the community. Our work together will ensure Tennessee's children are safe, healthy, and back on track for success.

Therapeutic family preservation services and therapeutic reunification services (referred to interchangeably as In Home Services) are designed to protect, treat, and support families including those whose children may be living at home, placed with kin, or in the Department of Children's Services' (DCS) custody and placed in foster care.

Services include a range of activities directed towards:

- increasing the safety of children so they can remain in or return to their own homes,
- decreasing the risk of placement in state custody,
- decreasing the length of stay in foster care,
- increasing the family's ability to safely maintain the child in the home when returned from foster care placement or released from state custody, thereby
- decreasing the likelihood of a re-entry into foster care.

In order for contracted In Home Services to be effective, they must align with the DCS mission and vision, and the goals, core values, and practice framework of In Home Tennessee.

Goals and Core Values of In Home Tennessee and the Protective Factors Framework

In Home Tennessee supports and enhances the DCS Mission of fostering partnerships to protect children, develop youth, strengthen families, and build safe communities. This will be achieved by building organizational and community capacity, improving access and quality of services, and enhancing how we work with families. The goals and core values of In Home Tennessee are described below along with the Strengthening Families five Protective Factors adopted by In Home Tennessee to guide our practice.

Goals

- Assist families in providing safe care for their children within their homes and communities;
- Assist families in developing their protective capacities;
- Assist families in gaining access, developing, and using resources to effectively meet their families' needs;
- Assist families to reduce risk in order to prevent repeat maltreatment; and
- Assist families to reduce risk and build protective factors to prevent further delinquent behaviors.

Core Values

- Families have the capacity to provide safe and stable homes for their children;
- Families are respected as partners;
- Families have strengths that are valued and supported;
- Families are engaged in developing their individualized service plan; and
- Families are provided with culturally responsive and community based services.

Protective Factors Framework

- Parental Resilience - The ability to cope with and bounce back from all types of challenges;
- Social Connections - Friends family members, neighbors, and other members of a community who provide emotional support and concrete assistance to parents;
- Knowledge of parenting and child development - Accurate information about raising young children, appropriate expectations for their behavior, and knowledge of alternative discipline techniques;
- Concrete supports in times of need - Financial security to cover day-to-day expenses and costs; formal supports like Temporary Assistance for Needy Families (TANF), job training, and Medicaid; and informal supports from social networks in time of need; and
- Children's social and emotional competence - A child's ability to interact positively with others and communicate his or her emotions effectively.

The purpose of this procurement is to secure Therapeutic Family Preservation and Reunification services statewide. These services are considered intensive in-home services and are delivered directly to children and families in an effort to prevent custody, maintain the successful reintegration of families and support children in foster care. The services are further detailed in the *pro forma* contract, Attachment 6.6. and the Regional Map is included as Attachment 6.7. Respondents are required to provide region specific responses in their proposals. Contracts will be procured for the following regions:

- | | |
|------------------|--------------------|
| • Davidson | • Shelby |
| • East | • Smoky Mountain |
| • Knox | • South Central |
| • Mid-Cumberland | • Southwest |
| • Northeast | • Tennessee Valley |
| • Northwest | • Upper Cumberland |

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 #35910-02030

- 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:

Lisa Love
 Department of Children's Services
 8th Floor, UBS Bldg.
 315 Deaderick St.
 Nashville, TN 37201
 615-532-2255
Lisa.Love@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 <http://www.tn.gov/generalservices/article/godbe-general-contacts> 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:

Donovan Haynes, Affirmative Action Director
 Division for Diversity Initiatives
 Tennessee Department of Children's Services
 12th Floor, UBS Bldg.
 315 Deaderick St.
 Nashville, TN 37201
 Phone: 615-741-8422
Donovan.Haynes@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/generalservices/article/request-for-proposals-rfp-opportunities>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

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

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

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

1.7. **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 | | October 21, 2016 |
| 2. Disability Accommodation Request Deadline | 2:00 p.m. | October 26, 2016 |
| 3. Notice of Intent to Respond Deadline | 2:00 p.m. | October 27, 2016 |
| 4. Written "Questions & Comments" Deadline | 2:00 p.m. | November 3, 2016 |
| 5. State Response to Written "Questions & Comments" | | November 10, 2016 |
| 6. Response Deadline | 2:00 p.m. | November 18, 2016 |
| 7. State Completion of Technical Response Evaluations | | December 2, 2016 |
| 8. State Opening & Scoring of Cost Proposals | 2:00 p.m. | December 5, 2016 |
| 9. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection | 2:00 p.m. | December 8, 2016 |
| 10. End of Open File Period | | December 15, 2016 |
| 11. State sends contract to Contractor for signature | | December 16, 2016 |
| 12. Contractor Signature Deadline | 2:00 p.m. | December 17, 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 Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed one hundred twenty-five (125) pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and all text must be at least a 12 point font. 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 #35910-02030 TECHNICAL RESPONSE ORIGINAL”

and **four (4) paper** copies securely bound (e.g. binders, prongs, staples, report cover **(no binder clips)**) paper copies **not to exceed one hundred twenty-five pages (125)** 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 #35910-02030 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.

NOTE: TECHNICAL PROPOSAL AND EVALUATION GUIDES MUST BE SUBMITTED AS PUBLISHED IN THE RFP (SEE 3.1.1.1. AND 3.1.2. OF THE RFP.) DO NOT RE-TYPE ANY OF THE GUIDES IN ATTACHMENTS 6.2 AND 6.3 LISTED BELOW:

- SECTION A: MANDATORY REQUIREMENTS
- SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE
- SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH
- COST PROPOSAL & SCORING GUIDE

ALL TECHNICAL GUIDES SHOULD HAVE THE RESPONDENT’S NAME ON EACH PAGE AT THE TOP. ALL INFORMATION SUBMITTED ON THE GUIDES SHOULD BE LEGIBLE. THE RESPONDENT WILL SUBMIT ONE TECHNICAL RESPONSE FOR THEIR ENTITY, THE RESPONDENT SHALL PROVIDE REGION SPECIFIC ANSWERS TO THE ITEMS LISTED IN THE GUIDES. SEPARATE TECHNICAL GUIDES MUST BE SUBMITTED FOR EACH REGION THE RESPONDENT IS BIDDING ON.

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP #35910-02030 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP #35910-02030 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 #35910-02030 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 #35910-02030 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 #35910-02030 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:

Lisa Love
Tennessee Department of Children's Services
8TH Floor, UBS Bldg.
315 Deaderick St.
Nashville, TN 37201

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) | 50 |
| Cost Proposal (refer to RFP Attachment 6.3.) | 30 |

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. **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 #35910-02030 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):**

RFP ATTACHMENT 6.2. — Section A

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 | |

RFP ATTACHMENT 6.2. — SECTION B (continued)

| 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. | Provide proof of education, which qualifies the individual(s) of their specified discipline, to perform the duties of this contract. | |
| | A.7. | Provide proof of licensure by the Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS) as an Out-Patient Mental Health Facility. | |
| | A.8. | <p>Provide a statement indicating the regions you are proposing to serve:</p> <p>35910-02030-1 Davidson</p> <p>35910-02030-2 East</p> <p>35910-02030-3 Knox</p> <p>35910-02030-4 Mid-Cumberland</p> <p>35910-02030-5 Northeast</p> <p>35910-02030-6 Northwest</p> <p>35910-02030-7 Shelby</p> <p>35910-02030-8 Smoky Mountain</p> <p>35910-02030-9 South Central</p> <p>35910-02030-10 Southwest</p> <p>35910-02030-11 Tennessee Valley</p> <p>35910-02030-12 Upper Cumberland</p> | |
| | A.9. | Respondent's Technical Response must not exceed 125 pages in length and all text must be at least a 12 point font (maps, graphs, and charts included as an appendix will not count against this page limit). | |
| | A.10. | <p>Provide a statement the Respondent will submit Technical and Evaluation Guides as Published in the RFP (see 3.1.1.1. and 3.1.2. of the RFP). The Respondent agrees not to re-type the guides in Attachments 6.2. and 6.3 listed below:</p> <ul style="list-style-type: none"> • Section A: Mandatory Requirements • Section B: General Qualifications & Experience • Section C: Technical Qualifications & Technical Experience • Cost Proposal & Scoring Guide <p>All Technical Guides should have the Respondent's name at the top of each page. All information submitted on the guides should be legible. The respondent will submit one Technical Response for their entity. The Respondent shall provide region specific answers to the items listed in the guides. Separate Technical Guides must be submitted for each region the Respondent is bidding on.</p> | |

RFP ATTACHMENT 6.2. — SECTION B (continued)

| | | | |
|---|------------------|---|------------------|
| RESPONDENT LEGAL ENTITY NAME: | | | |
| Response Page # (Respondent completes) | Item Ref. | Section A— Mandatory Requirement Items | Pass/Fail |
| <i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i> | | | |

RFP ATTACHMENT 6.2. — SECTION B (continued)

Respondents:

The Respondent shall submit only one technical response to the RFP regardless of the number of regions for whom a response is indicated.

A Respondent that identifies multiple regions in their response must provide region specific answers in Attachment 6.2 Section B for the items highlighted below (Items B.4, 5, 11, 12, 13, 14, 17, and 19). A separate guide, (this document), must be submitted for each region.

- | | | |
|---|---|--|
| <input type="checkbox"/> 35910-02030-1 Davidson | <input type="checkbox"/> 35910-02030-5 Northeast | <input type="checkbox"/> 35910-02030-9 South Central |
| <input type="checkbox"/> 35910-02030-2 East | <input type="checkbox"/> 35910-02030-6 Northwest | <input type="checkbox"/> 35910-02030-10 Southwest |
| <input type="checkbox"/> 35910-02030-3 Knox | <input type="checkbox"/> 35910-02030-7 Shelby | <input type="checkbox"/> 35910-02030-11 Tennessee Valley |
| <input type="checkbox"/> 35910-02030-4 Mid-Cumberland | <input type="checkbox"/> 35910-02030-8 Smoky Mountain | <input type="checkbox"/> 35910-02030-12 Upper Cumberland |

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

| RESPONDENT LEGAL ENTITY NAME: | | |
|---|-----------|--|
| Response Page # (Respondent completes) | Item Ref. | Section B— General Qualifications & Experience Items |
| | | include an explanation providing relevant details. |
| | B.9. | <p>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.</p> <p>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.</p> |
| | B.10. | <p>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.</p> <p>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.</p> |
| | 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. | <p>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:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and</p> <p>(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.</p> |
| | B.15. | <p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(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.</p> <p>(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</p> |

RFP ATTACHMENT 6.2. — SECTION B (continued)

| RESPONDENT LEGAL ENTITY NAME: | | |
|---|--------------|---|
| Response Page # (Respondent completes) | Item Ref. | Section B— General Qualifications & Experience Items |
| | | <p>business enterprises. Please include the following information:</p> <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. <p>(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:</p> <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>i.e.</i>, ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. <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=9810 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> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. <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</p> |

RFP ATTACHMENT 6.2. — SECTION B (continued)

| RESPONDENT LEGAL ENTITY NAME: | | |
|---|--------------|--|
| Response Page # (Respondent completes) | Item Ref. | Section B— General Qualifications & Experience Items |
| | | <p>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> <ul 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 references in time to include them within the sealed Technical Response). <p>(d) Do NOT open the sealed references upon receipt.</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> |
| | B.19. | <p>Describe how the organization trains staff regarding the impact of substance abuse, family violence, mental health on parenting, safety, and well-being and the process in place for staff to make referrals to appropriate treatment and support services. Include in the narrative how the</p> |

RFP ATTACHMENT 6.2. — SECTION B (continued)

| | | |
|---|------------------|---|
| RESPONDENT LEGAL ENTITY NAME: | | |
| Response Page # (Respondent completes) | Item Ref. | Section B— General Qualifications & Experience Items |
| | | respondent will prepare and support its staff in participating in Child and Family Team Meetings. |
| SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20) | | |
| State Use – Evaluator Identification: | | |

Respondents:

The Respondent shall submit only one technical response to the RFP regardless of the number of regions for whom a response is indicated.

A Respondent that identifies multiple regions in their response must provide region specific answers in Attachment 6.2 Sections C for all items. A separate *guide*, (this document), must be submitted for each region.

- | | | |
|---|---|--|
| <input type="checkbox"/> 35910-02030-1 Davidson | <input type="checkbox"/> 35910-02030-5 Northeast | <input type="checkbox"/> 35910-02030-9 South Central |
| <input type="checkbox"/> 35910-02030-2 East | <input type="checkbox"/> 35910-02030-6 Northwest | <input type="checkbox"/> 35910-02030-10 Southwest |
| <input type="checkbox"/> 35910-02030-3 Knox | <input type="checkbox"/> 35910-02030-7 Shelby | <input type="checkbox"/> 35910-02030-11 Tennessee Valley |
| <input type="checkbox"/> 35910-02030-4 Mid-Cumberland | <input type="checkbox"/> 35910-02030-8 Smoky Mountain | <input type="checkbox"/> 35910-02030-12 Upper Cumberland |

RFP ATTACHMENT 6.2. — SECTION C

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. | Describe the organizational service/practice model for working with families. For all service/practice proposed models, describe how the respondent will <ul style="list-style-type: none"> Assist families in recognizing and building natural and community supports. How service plans are developed, and How services are identified and arranged. | | 20 | |
| | C.2. | Describe the organization’s clinical approach to services and the fit with the following: <ul style="list-style-type: none"> The five protective factors; The array of services for Therapeutic Visitation, Therapeutic Family Support Services, Family Violence Intervention How families’ needs and strengths are assessed Respondent’s practice approach to addressing family violence in the context of child welfare cases and to what extent the respondent’s proposal supports both the direct care and collaboration work of Family Violence Intervention Services staff. | | 15 | |
| | C.3. | Describe measuring and monitoring outcomes, including how | | 15 | |

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 |
| | | the respondent will track and report the specific outcomes identified in the <i>Pro Forma</i> contract. The description should include how the respondent will ensure the quality of all services delivered under this contract, including those that are provided by any proposed network partners or subcontractors. | | | |
| | C.4. | Describe the respondent’s understanding of the role of family visitation for children and parents and the policies and procedures for safeguarding all participates in supervised family visits. With the respondent’s understanding, how will the staff work with family members, including absent parents, develop an appropriate visitation plan that provides timely and frequent visits in convenient and safe locations, and how will staff prepare everyone in the plan for the visit and after the visit occurs? | | 15 | |
| | C.5. | Describe the respondent’s capacity to accept and assign referrals and to engage families within twenty-four (24) hours. | | 12 | |
| | C.6. | Describe how the respondent will meet its reporting responsibilities to DCS. | | 13 | |
| | C.7. | Describe the family satisfaction survey tool that the respondent will use and how results will be used. | | 10 | |
| <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 50 <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 goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

Please check the box of the region you are proposing to serve. A separate Cost Proposal must be submitted for each region. The choice must mirror A.8. of the Mandatory Requirements and the Technical Guides, of RFP Attachment 6.2.

- 35910-02030-1 Davidson
- 35910-02030-2 East
- 35910-02030-3 Knox
- 35910-02030-4 Mid-Cumberland
- 35910-02030-5 Northeast
- 35910-02030-6 Northwest
- 35910-02030-7 Shelby
- 35910-02030-8 Smoky Mountain
- 35910-02030-9 South Central
- 35910-02030-10 Southwest
- 35910-02030-11 Tennessee Valley
- 35910-02030-12 Upper Cumberland

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

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

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

| | | | |
|--------------------------------------|----------------------|--------------------------|--|
| RESPONDENT SIGNATURE: | | | |
| PRINTED NAME & TITLE: | | | |
| DATE: | | | |
| RESPONDENT LEGAL ENTITY NAME: | | | |
| Cost Item Description | Proposed Cost | State Use Only | |
| | | Evaluation Factor | Evaluation Cost (cost x factor) |
| Family Support Services | \$ / per hour | 100 | |

RFP ATTACHMENT 6.3. (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | |
|--|---------------|-------------------|------------------------------------|
| Cost Item Description | Proposed Cost | State Use Only | |
| | | Evaluation Factor | Evaluation Cost (cost x factor) |
| Family Visitation Services | \$ / per hour | 100 | |
| Family Violence Intervention Services | \$ / per hour | 100 | |
| Court Testimony | \$ / per hour | 50 | |
| EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations. | | | |
| $\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30 = \text{SCORE:}$ (maximum section 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 #35910-02030 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?

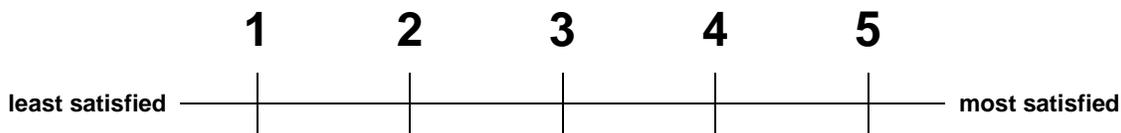
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

| | |
|------------------------|--|
| 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.

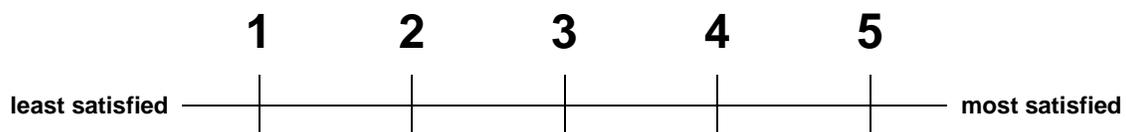


RFP #35910-02030 REFERENCE QUESTIONNAIRE — PAGE 2

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.

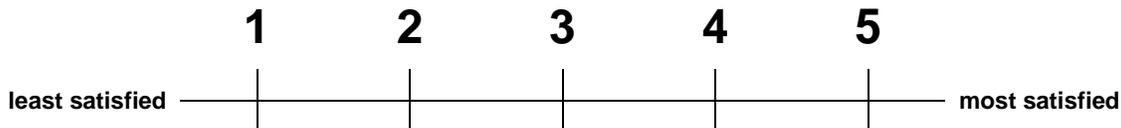


What, if any, comments do you have regarding the score selected above?

RFP #35910-02030 REFERENCE QUESTIONNAIRE — PAGE 3

(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?**

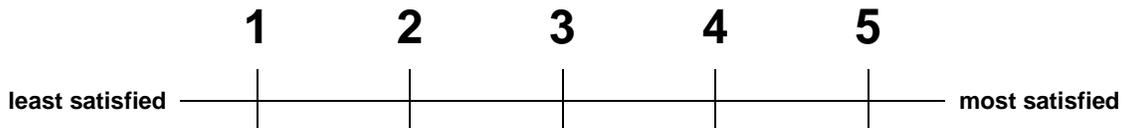
Please respond by circling the appropriate number on the scale below.



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

RFP # AND REGION _____

| | <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: 50) | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>REPEAT AS NECESSARY</i> | | | | | | |
| | AVERAGE: | | AVERAGE: | | AVERAGE: | |
| COST PROPOSAL (maximum: 30) | SCORE: | | SCORE: | | SCORE: | |
| TOTAL RESPONSE EVALUATION SCORE: (maximum: 100) | | | | | | |

Solicitation Coordinator Signature, Printed Name & Date:

RFP #35910-02030 *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 CHILDREN'S SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, **Department of Children's Services (DCS)** ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision Therapeutic Family preservation services in (_____) region(s), 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. The Contractor shall provide services to support children and families remaining safely together in their own homes (therapeutic family preservation) or to be safely reunited in a timely manner (therapeutic reunification services). Services required of this contract fall under three specific service categories detailed in sections A.6. Therapeutic Family Support Services, A.7. Therapeutic Family Visitation Services and A.8. Family Violence Intervention Services.
- A.3. That Contractor shall provide services within DCS' one or more established geographical regions. A listing of these regions and counties can be found at <https://www.tn.gov/dcs/article/dcs-regional-offices> and a map is available as a downloadable PDF at https://www.tn.gov/assets/entities/dcs/attachments/DCS_Regional_Map_June_2016.pdf.

A.4. Evidence-based and Evidence-informed Service Delivery in In Home Services

- a. The Department of Children's Services is committed to the use of evidence-based and evidence-informed services to promote child and family functioning and to achieve safety, permanency, and well-being outcomes. This commitment is reflected in our mission statement and in large- scale system improvement efforts underway across the State. The emphasis on evidence-based services in this request for proposals signals a commitment to broadening the scope and scale of evidence-based services in Tennessee.
- b. The Contractor shall use an evidenced based practice which is defined as a model, effective, or promising program or, an approach which integrates a research validated program with evidence, as supplied by the contractor and approved by DCS, within the region(s) identified in the preamble.
- c. Contractors are to propose specific evidence-based and evidence-informed services in each of the service areas described below. Contractors are to describe the evidence base for the proposed services or service components and provide information regarding implementation and fidelity monitoring of the service(s).
- d. Contractors are to indicate an evidence level for their proposed service using the Evidence-Based and Evidence Informed Programs and Practices Checklist, available as an attachment to this RFP. Proposed services will fall under one of the five following categories:
1. Level I: Emerging Programs and Practices
 2. Level II: Promising Programs and Practices

3. Level III: Supported Programs and Practices
 4. Level IV: Well Supported Programs and Practices
 5. Ineligible: Programs and Practices Lacking Support or Positive Evidence/Undetermined/Harmful
- e. If the Contractor proposes a service for which there is not a specific evidence-based or evidence-informed practice/intervention available, the Contractor is to describe the core components of the service, how the existing science and evidence base informs the service and the implementation of the service, and how the service will be assessed/monitored for implementation as intended.

A.5. Outcomes to be Achieved by the Contractor

- a. The Contractor is to meet the following outcomes in partnership with the Department of Children's Services:
1. increasing the safety of children so they can remain in or return to their own homes,
 2. decreasing the risk of placement in state custody,
 3. decreasing the length of stay in foster care,
 4. increasing the family's ability to safely maintain the child in the home when returned from foster care placement or released from state custody, thereby
 5. decreasing the likelihood of a re-entry into foster care.
- b. DCS is committed to engaging the In Home Services Contractors in measuring and improving functional outcomes for the families served. DCS uses the Family Advocacy & Support Tool (FAST) for non-custodial families to assess family functioning and improvement over time. For custodial cases, DCS uses the Child and Adolescent Needs and Strengths (CANS) to determine the level of needs of the child and the caregiver.

The assessment tools are designed to identify strengths to be enhanced and underlying needs to be addressed with families and children and to direct the family service plan. These tools support an understanding of progress over time towards improved healthy development of children and increased family capacity and functioning as they are administered by the DCS caseworker prior to and post service delivery by the contractor. All of the items in the FAST and CANS can be associated with one of the five protective factors described above. The assessment shall promote improved functioning and outcomes of children and families using the FAST and CANS:

1. DCS will complete a FAST or a CANS assessment, and will include these with all referrals to the Contractor.
2. DCS uses the FAST and CANS assessment to measure family functioning prior to (and post) services being delivered.
3. DCS will indicate to the Contractor the specific needs on which to focus, the functional areas within the FAST and CANS where measurable progress is to be seen, and the timeframes within which measurable progress is to be achieved.
4. The Contractor shall demonstrate a measurable improvement in the family's functioning in the specified areas of the FAST and CANS as a direct result of the services rendered. . The Contractor shall participate in this re-assessment process, when

requested.

5. The DCS Program Accountability Review team (PAR) will evaluate how well services address child and family needs, strengths, and functioning as identified by the FAST, CANS. Results will be shared with the Contractor to inform quality improvement activities and/or corrective action plans.
- c. In addition to measuring outcomes using the FAST and CANS as describe above, on an annual basis or as requested, the Contractor must also track and share with the Department data on the following:
1. number of families served by the agency by Non-Custodial or Custodial Care types
 2. number and percentage of non-custodial children who have Child Protective Services (CPS) involvement while receiving In Home Services from the Contractor
 3. number and percentage of non-custodial children who enter custodial care while receiving In Home Services from the Contractor,,
 4. number and percentage of previously non-custodial children who re-enter non-custodial care after case closure
 5. number and percentage of previously custodial children who re-enter custodial care after reunification
 6. number of children who remain unified with their families for one, two, and three years, respectively, after receiving services
 7. The Contractor must provide an overall statement of achievements and progress of the program during the preceding year, together with plans for improvement. DCS may use this data to establish baseline performance and improvement goals in later years of this contract duration.

A.6. Therapeutic Family Support Services

- a. FSS must be focused on the family as a whole. As described above, the Contractor must use the FAST or CANS to understand family and child strengths and needs and address those specifically as agreed upon with the DCS case worker. Additionally, the Contractor is to work with families as partners in identifying their priorities for promoting improved functioning and outcome achievement. Instead of services focusing on family deficits or dysfunctions, family strengths are identified, respected and enhanced.

FSS should also include linking families to a wide variety of concrete services such as housing, substance abuse treatment, mental health services, medical care, job training, and child care and advocating on their behalf to ensure these services are received in a timely manner

Family Support Services (FSS) encompass responsive services tailored to the individual child and family's strengths and needs. A majority of the In Home Services referrals that DCS will make will be for FSS. FSS must respond to real family needs and promote sustainable solutions targeted at improving family functioning and achieving outcomes. Specific services should include and build, but are not limited to:

1. therapeutic family support
2. parent skills, through teaching, coaching, and modeling,
3. self-regulation, stress reduction, and conflict resolution,

4. safe, stable, and nurturing relationship skills,
 5. protective factors,
 6. crisis management,
 7. advocacy, and
 8. utilizing community resources and other services not covered by TennCare.
- b. Required staff credentials
1. FSS shall be provided by licensed clinical staff or by non-licensed master or bachelor level staff under the direct supervision of licensed clinical staff. The minimum qualifications for staff providing services are a Bachelor's level degree (B.A or B.S) in the social sciences with one (1) year relevant professional experience working with families and children.
 2. Supervisors must be licensed clinicians with at least a Master's degree and shall supervise no more than five to six (5-6) non-licensed master or bachelor level staff.
 3. FSS supervising and service-delivering staff must meet all certification, training and other credentialing requirements of the service implemented to ensure fidelity of the service model delivered. The Contactor shall provide guidelines for training/certification standards of the service model used and maintain documentation in the employee's personnel file that those standards have been met.
- c. Service delivery specifics. The Contractor shall:**
1. Develop a family service plan, in conjunction with DCS, that identifies strengths and needs as assessed by the FAST and CANS, establishes goals consistent with family priorities and the functional areas within the FAST and CANS where measurable progress is to be seen, includes specific behavioral objectives for the child and family, identifies the specific services that will be provided and the timeline for service provision, arranged or purchased, and lists the specific responsibilities of the Family Support Staff in implementing the plan;
 2. Complete and submit the family service plan to the referring case manager within fifteen (15) working days of the initial referral date;
 3. Provide a minimum of one (1) face-to-face (F2F) contact per week but no more than twenty (20) hours of F2F child and/or family contacts each month, based on DCS authorization
 4. Provide seventy-five percent (75%) of services in the home, and other natural environments that are most convenient to the family and at times that are most convenient for the family; and
 5. Provide monthly updates, in a format agreed to with DCS, detailing progress in the functional areas within the FAST and CANS where measurable progress is to be seen and ongoing barriers to the DCS case worker/fiscal unit including the following information:
 - a. Copy of the service authorization sent to the Contractor from DCS;
 - b. Contact form documenting all contacts made with DCS and the client; and

- c. Monthly Summary Reports should include session type and activity, specific interventions used, staff observations, family member observations, progress towards accomplishing the goals set during the assessment process and in the permanency plan, areas of concerns, and follow-up plans.
- d. Monthly service reports should be submitted to the DCS FSW within five (5) business days of the completion of service, of the service month.

A.7. Therapeutic Family Visitation Services

- a. Family Visitation Services provides a critical opportunity for the Contractor to build protective factors, parents' skills, self-regulatory capacity, and positive and nurturing interpersonal skills and interactions between parents and children. Family Visitation Services can also help reduce a child's sense of loss and separation while in care, preserve the child's relationships with parents and siblings, and assist the DCS worker in assessing progress towards and supports needed to achieve reunification. Specific services should include and build, but are not limited to:
 - 1. supervised and therapeutic visitation
 - 2. parent skills, through teaching, coaching, and modeling,
 - 3. self-regulation, stress reduction, and conflict resolution,
 - 4. protective factors, and
 - 5. safe, stable, and nurturing relationships.
- b. DCS policy requires that any children or youth, regardless of adjudication, who are in the legal custody of DCS, should have the opportunity to visit their families and/or siblings unless there is a court order that limits such visitation or it is not in the best interests of the child. Visitation plans must include, where appropriate, caregivers with whom the child will be reunified (who might not be the parent from whom the child was removed) as well as non-custodial or absent parents.
- c. DCS policy requires at least four (4) hours of visitation each month between children and their parents or caregivers from whom they were removed and at least one (1) hour between siblings placed separately. However, DCS expects its staff and, where authorized, its contractors to exceed these minimums in order to create opportunities for timely and more frequent visits among family members.
- d. Family Visitation Services must be designed to increase opportunities for parents to learn and practice parenting skills and demonstrate their ability and to help build safe, nurturing, and healthy relationships between parents and children. Visitation staff must prepare the child, parents, and siblings for the visit, facilitate appropriate child/parent interaction during each supervised contact, and provide feedback and coaching to parent(s) during and after each visit.

Required staff credentials

- a. Family Visitation services shall be provided by licensed clinical staff or by non-licensed master or bachelor level staff under the direct supervision of licensed clinical staff. The minimum qualifications for staff providing services are a Bachelor's level degree (B.A or B.S) in the social sciences with one (1) year relevant professional experience working with families and children. The staff must be under the direct supervision of a master's level

licensed clinician. The Contractor must ensure that staff understand the value of family visitation and are trained to ensure safe and productive visits. Supervisors must be licensed clinicians with at least a Master's degree and shall supervise no more than five to six (5-6) non-licensed master or bachelor level staff.

- b. Family Visitation supervising and service-delivering staff must meet all certification, training and other credentialing requirements of the service implemented to ensure fidelity of the service model delivered. The Contactor shall provide guidelines for training/certification standards of the service model used and maintain documentation in the employee's personnel file that those standards have been met.

Service delivery specifications. The Contractor shall:

- a. Complete an initial assessment during the first thirty (30) calendar days of providing the authorized service. During this assessment, the Contractor will conduct interviews with the family, collect a history, and identify safety issues. Parents and/or any other significant family member will identify issues they foresee arising when visiting with their children and set goals.
- b. Develop an individualized visitation/service plan, in conjunction with DCS, that identifies the location and duration of the visits. Additionally, the visitation/service plan will identify the strengths and needs as assessed by the FAST or CANS, establish goals consistent with family priorities and the functional areas within the FAST and CANS where measurable progress is to be seen, include specific behavioral objectives for the child and family, and identify the specific services that will be provided and the timeline for service delivery. This plan will be developed in partnership with and approved by the referring case manager within fifteen (15) calendar days of completion of the assessment. The Contractor will appear, as necessary, in court with the DCS case manager to present the visitation/service plan.
- c. Families who require supervised visitation should have venues for visitation close to where they live or where their children attend school, and hours for scheduling such visits should be flexible and expanded beyond the traditional work day. The Contractor must ensure that all visits are safe visits.
- d. Provide monthly updates detailing the specific improvements in the functional areas where progress is to be made and the any barriers to achieving the identified goals and objectives. The monthly update is to be provided to the DCS case worker/fiscal unit, in format agreed to with DCS, including the following information:
 1. Copy of the service authorization sent to the Contractor from DCS;
 2. Contact form documenting all contacts made with DCS and the client;
 3. Monthly Summary Reports are to include dates of supervised and therapeutic visitations, whether all visits occurred as planned and reasons if they did not. Additionally, the Monthly Summary Report is to include the specific interventions used, staff observations, family member observations, the interactions between the participants, the extent to which and how well the parent integrates safe and nurturing skills into the interactions/relationships with their children. The report is to also provide progress towards accomplishing the goals and objectives set during the assessment process and in the permanency plan. Areas of concern and follow up plans are to be noted.
 4. Monthly service reports should be submitted to the DCS FSW within five business days of the end of the service month or the service end date,

whichever comes first.

A.8. Family Violence Intervention Services

a. Children who live with family violence face numerous risks, such as the risk of exposure to traumatic events, the risk of neglect, the risk of being directly abused, and the risk of losing one or both of their parents. The harmful effects of family violence can negatively influence parenting behaviors. Parents who are suffering from abuse may experience higher stress levels, which in turn, can influence the nature of their relationship with and responses to their children. Family Violence Intervention Services should be designed to help end the debilitating effects of the cycle of violence in families by increasing the five protective factors. Services should empower individuals to become self-sufficient and develop the capacity to maintain a violence-free lifestyle. In DCS cases that involve family violence, there is an increased concern that abuse suffered by victims can seriously compromise the safety of their children. The Contractor must have the capacity to meet the multiple needs of families who are affected by both child maltreatment and family abuse.

b. Required staff credentials

1. Family Violence Intervention services shall be provided by licensed clinical staff or by non- licensed master or bachelor level staff under the direct supervision of clinical staff with family violence counseling *training* from a specialized training program. The minimum qualification for staff providing services is a Bachelor's level degree (B.A or B.S) in the social sciences with one (1) year relevant professional experience working with families and children.
2. Supervisors must be licensed clinicians with at least a Master degree and shall supervise no more than five to six (5-6) non-licensed master or bachelor level staff.
3. Family Violence Intervention supervising and service-delivering staff must meet all certification, training and other credentialing requirements of the service implemented to ensure fidelity of the service model delivered. The Contractor shall provide guidelines for training/certification standards of the service model used and maintain documentation in the employee's personnel file that those standards have been met.

c. Service delivery specifications. The Contractor shall:

1. Complete and submit the family service plan to the referring case manager within fifteen (15) working days of the initial referral date.
2. Provide clients/families with a minimum of one (1) F2F contact per week and up to twenty (20) hours of F2F child and or family contacts per month, based on DCS authorization.
3. Focus on issues of violence with the family. These issues may relate to victims of child physical abuse, child sexual abuse, spousal abuse, or perpetrators of these types of abuse who are family members.
4. Promote and support the maximum feasible family involvement in the decision-making and maintenance of contact between family and youth (unless contraindicated by Child & Family Team Meetings (CFTM) and treating professionals).
5. Provide monthly updates detailing progress and ongoing barriers to the DCS case worker/fiscal unit, in a format agreed to with DCS, including the following information:
 - Copy of the service authorization sent to the Contractor from DCS;

- Contact form documenting all contacts made with DCS and the client;
- Monthly Summary Reports include session type and activity, specific interventions used, staff observations, family member observations, progress towards accomplishing the goals set during the assessment process and in the permanency plan, areas of concerns, and follow-up plan; and
- Monthly service reports should be submitted to the DCS FSW within five (5) business days of the completion of service, of the service month.

A.9. Contractor Roles & Responsibilities

The role of the service provider is to partner with the case manager and family to enhance families' capacities to keep their children safe in their homes. The service provider will assist families and case managers in developing and carrying out a plan designed to maintain their children safely in the home. Service providers will actively demonstrate respect and sensitivity for individual and family diversity. The service provider will:

- a. Provide services that help to minimize risk and enhance families' capacity to keep children safe within the community;
 - b. Use a strengths based assessment to align needs with services;
 - c. Identify and link to formal and informal community based resources;
 - d. Empower families to use formal and informal resources for future problem solving;
 - e. Recognize that families are equal participants in the service planning process;
 - f. Provide services that are focused on permanency and stability;
 - g. Have a customer service orientation and ensure family satisfaction; and
 - h. The Contractor must be licensed by the Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS) as an Out-Patient Mental Health Facility.
1. **Referrals** - The Contractor will contact the family F2F within twenty-four (24) hours of receiving the referral from the regional fiscal team. Telephone contact exceptions require approval in writing by the regional administrator or their designee. In some cases, DCS will make an emergency referral in order to prevent a child's removal into state custody. The Contractor must be prepared to consult with DCS staff on a safety plan and to begin services immediately.
 2. **Hours of Operation and Accessibility** - The Contractor will ensure that services are available twenty-four (24) hours a day, seven (7) days a week at times that are convenient to the family. Services must be culturally, intellectually, economically, socially, spiritually and gender sensitive to the family. The Contractor will ensure that their services are accessible to all children in the region.
 3. **Child & Family Team Meetings** - CFTMs are convened by DCS and guided by a philosophy that supports making the best possible decision in child-welfare cases. The quality of decision-making is improved because CFTM includes all of the parties involved in a child's case (child, if age-appropriate, birth parents and their support system, resource parents, DCS staff, community partners and other involved parties), respecting the expertise that each party brings to the table. CFTMs are characterized

by respect, honesty, inclusiveness and work towards building consensus in decision-making.

4. The Contractor will participate in the CFTM that DCS convenes, when invited by DCS. CFTMs generally occur quarterly, but may occur more frequently to address specific concerns. The Contractor may request that DCS convene a CFTM when its staff identifies concerns that might be best addressed by a CFTM. DCS will offer CFTM trainings to provider staff, as needed, per request. The training will orient staff to the CFTM process and team member roles and responsibilities.
5. **In Home Tennessee Participation** - The Contractor's staff will attend In Home Tennessee training provided by DCS. These trainings should be incorporated into the Contractor's training requirements for its staff. The Contractor will partner in the delivery of trainings. Additionally, the Contractor is expected to participate in In Home Tennessee Collaboration and service improvement efforts. The Contractor may not invoice separately for staff attendance.
6. **Court Testimony** - The Contractor will testify in court when subpoenaed or as needed. The Contractor will ensure that its staff is prepared to present effectively in court proceedings and will provide a thorough report to DCS for any court procedures where the contractor is not present. Subpoenaed court testimony will be paid at the hourly service rate and for a maximum of three (3) hours per case per month."
7. **Reporting** - In addition to the monthly case-specific reports noted above in the service delivery specifications, the Contractor will provide an annual summary that includes the total number of identified DCS clients served in each program area, a demographic summary of caregivers and children served, and the percent of children for whom the identified FAST or CANS outcome was achieved at no cost to the state. The summary should also include the number and percent of children who entered custodial care, re-entered care after reunification, or had subsequent CPS involvement while receiving In Home Services from the Contractor. Additionally, the Contractor shall include in the summary the number of children who remain unified with their families for one, two, and three years, respectively, after receiving services. The Contractor shall include an overall statement of the achievements and progress of the program during the preceding year, together with recommendations for improvement. The Contractor may also monitor additional outcomes that they deem important to their quality improvement activities.
8. The annual summary must also include an overview of activities throughout the year and the results of a family satisfaction survey. The Contractor will develop or select a family satisfaction survey tool and ensure that the results are used in quality improvement activities. The annual report is due August 1st and should be submitted to the Director of In Home Tennessee.
9. **Communication** - The Contractor shall identify a senior manager with programmatic and/or clinical responsibilities for In Home Services to meet with the DCS regional In Home Services liaison on a regular basis. This manager is responsible for working with DCS staff to identify and resolve concerns regarding the access, appropriateness, quality, and effectiveness of the services provided under this contract.
10. If the Contractor proposes to use subcontractors or network partners in order to meet the requirements of this contract, then the Contractor must designate a lead agency that will execute and be responsible for meeting all requirements of the contract. The Contractor should describe the particulars of the subcontract or network arrangement and specify how it will ensure the quality of all the services provided throughout the contract duration. All partnership and subcontract arrangements must be approved by

DCS, both at initial contract award and throughout the entire contract period. New partners and subcontractors cannot be added without DCS approval. The loss of any partner or subcontractor will trigger a review by DCS of the contract's continued viability for meeting the full terms set forth in this contract.

A.10. DCS Roles & Responsibilities

a. Referrals

1. DCS will provide a service authorization from TFACTS for each service requested under the contract. The initial service authorization will provide the following information:
 - the services being authorized;
 - the time period the authorization covers; and
 - the amount and value of hours being authorized for that period. Hours may not be carried over to the next calendar month.
2. DCS will approve additional hours within the current or subsequent months upon request from the referring case manager with appropriate documentation to authorize the additional hours, and with the approval of the regional fiscal unit.
3. DCS will provide a completed FAST or CANS indicating to the Contractor the specific outcomes on which to focus and on which the Contractor's work will be measured.

b. Child & Family Team Meetings

DCS will convene and invite Contractor staff to participate in CFTM. DCS will offer CFTM trainings to provider staff, as needed, per request. The training will orient staff to the CFTM process and team member roles and responsibilities.

c. In Home Tennessee Participation

1. DCS will provide regional training for its In Home Tennessee initiative for both Department and provider staff.
2. DCS will extend opportunities for the Contractor to participate in improvement efforts and community collaboration.
3. DCS will arrange for all participants to receive training hours.

d. Communication

1. DCS shall identify a regional In Home Services liaison who will meet with the Contractor on a quarterly basis, or at the discretion of DCS regional leadership. The DCS liaison is responsible for working with Contractor staff to identify and resolve concerns regarding the access, appropriateness, quality, and effectiveness of the services provided under this contract.
2. The DCS liaison will maintain regular contact with the Contractor beyond what occurs between the case managers and direct care staff regarding the continual assessment of progress and needs of the children and families served. The DCS liaison will inform and engage the Contractor to ensure an effective family centered approach to

services.

A.11. Direct Secure Messaging

- a. If reports, spreadsheets or other documents, prepared by the Contractor, include Patient Health Information (PHI), the Contractor is required to use Direct Secure Messaging using a Direct accredited Health Information Service Provider (HISP) to transport those documents to the Procuring State Agency Staff.
- b. If the Contractor subcontracts services to external licensed Mental Health professionals and PHI is transported from these external licensed Mental Health professionals to the Contractor or PHI is transported from external licensed Mental Health professionals to the Procuring State Agency, the PHI shall be transported via Direct Secure e-mail using a Direct accredited Health Information Service Provider (HISP).
- c. Direct Secure Messaging shall be implemented no later than 6 months from Contract Begin Date in Section B.1. using a Direct accredited Health Information Service Provider (HISP). <http://www.directtrust.org/>

- A.12. 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.13. 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 **July 1, 2017** (“Effective Date”) and extend for a period of **sixty (60) 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.

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:

| Goods or Services Description | Amount (per compensable increment) |
|---------------------------------------|--|
| Family Support Services | \$ Number per Hour |
| Family Visitation Services | \$ Number per Hour |
| Family Violence Intervention Services | \$ Number per Hour |
| Court Testimony | \$ Number per Hour |

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. 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:

Fiscal Unit
 (_____) Region
 (Address)
 (City, State, Zip Code)

- 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: **DCS/Network Development**;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);

- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

The State:

Kerelynn Davis, Director
 Tennessee Department of Children's Services
 9th Floor, UBS Bldg.
 315 Deaderick St.
 Nashville, TN 37201
Kerelynn.Davis@tn.gov
 Telephone # 615-532-6198
 FAX # 615-253-0069

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for

compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the

services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless 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), which includes **DCS Policy Manual, DCS Provider Policy Manual and RFP**;
 - 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.

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. Additional lines, items, or options.** At its sole discretion, the State may make written requests to the Contractor to add **lines, items, or options** that are needed and within the Scope but were not included in the original Contract. Such **lines, items, or options** will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.
- a. After the Contractor receives a written request to add **lines, items, or options**, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
 - (1) The effect, if any, of adding the **lines, items, or options** on the other **goods or services** required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new **lines, items, or options; and**
 - (4) **Any additional information requested by the State.**
 - b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

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

- E.4. Federal Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act.** The Contractor shall comply with the Federal Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) (“FERPA”). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract.

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

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor’s failure to comply with this section.

- E.5. State Furnished Property.** The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor’s use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.6. 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.7. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

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

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

E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 35910-02030 (Attachment A) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

- E.11. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

- E.12. 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.13. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements,

including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

- E.14. Drug -Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.15. Not a DCS Employee. The Contractor shall inform the client in writing that the Contractor is a private provider and not an employee of the State.
- E.16. Employee Background Checks. Prior to the provision of any services, all personnel that have direct contact with children shall comply with DCS Policy 4.1. Employee Background checks.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CHILDREN'S SERVICES:

BONNIE HOMMICH, COMMISSIONER **DATE**

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

| | |
|---|--|
| <p>If the attestation applies to more than one contract, modify this row accordingly.</p> <p>SUBJECT CONTRACT NUMBER:</p> | |
| <p>CONTRACTOR LEGAL ENTITY NAME:</p> | |
| <p>EDISON VENDOR IDENTIFICATION NUMBER:</p> | |

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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.

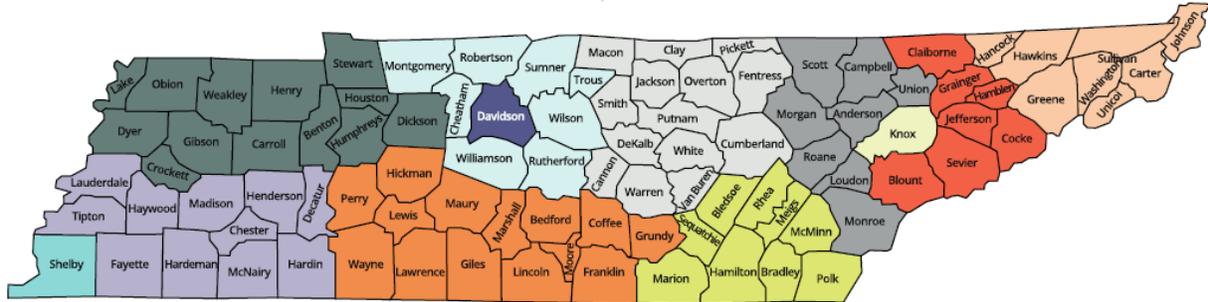
PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 6.7.

**Department of Children's Services
Regional Administrators Contact Information**

Revised: June 2016



| | | |
|---|--|--|
|  Northwest, 13 Counties RA Camille Legins (731) 364-3149 |  Davidson County Tiwana Woods (615) 532-4009 |  East Tennessee, 8 Counties RA Marcy Martin (865) 425-4451 |
|  Mid-Cumberland, 8 Counties RA Lisa Brookover (615) 360-4396 |  Upper Cumberland Region 14 Counties RA Cheri Richards (931) 646-3004 |  Northeast, 8 Counties RA Lucretia Sanders (423) 854-5130 |
|  Shelby County RA Merlene Hyman (901) 578-4371 |  South Central, 14 Counties RA Lisa Williamson (931) 490-6115 |  Tennessee Valley, 9 Counties RA Sandra Holder (423) 296-2266 |
|  Southwest, 11 Counties RA Teresa Harrison (731) 421-2000 |  Smoky Mountain, 7 Counties RA Wendy Williamson (865) 981-2366 |  Knox County RA April Snell (865) 594-0841 |

**Wilder Youth Development
Center (West)**
Somerville, TN
Jane Hayes, Superintendent
(901) 465-7359

**Woodland Hills Youth Development
Center (Middle)**
Nashville, TN
Darrell Pannell, Superintendent
(615) 532-2000

**Mountain View Youth Development
Center (East)**
Dandridge, TN
Misty Neely, Acting Superintendent
(615) 741-7833

