

Anderson County Government

REQUEST FOR PROPOSALS (Formal)

Pamela Cotham, Purchasing Agent
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Clinton, Tennessee 37716
(865) 457-6251 Office
(865) 457-6252 Fax

purchasing@andersontn.org
<http://andersontn.org/purchasing>

RFP No.: 4628

Date Issued: August 21, 2015
RFP's will be received until
2:30 p.m. Eastern Time on **September 24, 2015**

Sealed proposals subject to the General Terms and Conditions of this Request for Proposal, and any other data attached or incorporated by reference. Proposals will be received in the office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Pamela Cotham, Anderson County Purchasing Agent

PROPOSAL DESCRIPTION

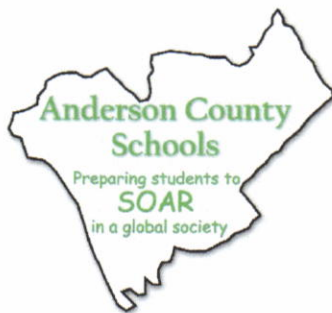
<p><u>Mental Health Provider in Schools</u> – Anderson County Government, Clinton, TN</p>
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All vendors must submit one original and five exact copy of their bid, including brochures, of their proposals.

Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

Request for Proposal #4628

Mental Health Provider in Schools



A. Background

The Substance Abuse and Mental Health Services Administration (SAMHSA) believes that America's schools should be safe, secure and supportive environments where children can focus on learning and develop their full potential. Such an environment will help them stay on a positive trajectory that will support academic success and help them graduate and become productive citizens. As a nation we need to ensure that schools are safe and healthy environments where children and youth can learn and develop.

However, as tragic events -- including those that occurred on December 14, 2012 in Newtown Connecticut at the Sandy Hook Elementary School -- continue to remind us, schools are no longer the safest public setting for children and adolescents. While the most recent data on school crime and safety indicate that the incidence of violent crimes in schools decreased from 1992 to 2007, students are now equally likely to experience non-fatal crimes (including theft, simple assault, aggravated assault, and sexual assault) in school as they are outside of school. During the 2007–2008 school years, 85 percent of public schools in the United States recorded that at least one crime occurred at their school (Dinkes, Kemp, Baum, and Snyder, 2009.) Also, bullying in schools is on the rise. In 2007, 34 percent of students ages 12 through 18 were bullied at school and four percent reported having been cyberbullied (Dinkes, et al., 2009) whereas in 2001 only 14 percent of students' ages 12 through 18 reported that they had been bullied in school (DeVoe and Kaffenberger, 2005.)

Schools can play a critical role in ensuring that behavioral problems are identified early so that young people can grow and thrive in a healthy environment. Schools can lead coordination efforts in bringing youth-serving agencies together to guarantee that children, youth, and families can access services that are community based, child centered, family focused, and culturally and linguistically competent. Left untreated, childhood mental and emotional disorders can lead to poor outcomes in school, limited employment opportunities, and other negative impacts in adulthood.

As more people and particularly youth experience mental distress, there is a need for increased mental health literacy and basic mental health training programs for the public and those working with youth. At times, mental health services are not provided to children who need them. Reasons include failure to recognize problems, fear of negative attitudes, discrimination, and lack of resources (Cowell 2013). Adolescents are particularly dependent on adults for recognition of mental health problems, provision of appropriate support and referrals to help (Jorm, Kitchener, Sawyer 2010). Developing the appropriate social support system has been shown to reduce the risk of developing mental, emotional and behavioral disorders (Jorm, et al., 2010).

On January 16, 2013, President Obama put forward a plan – Now is the Time - to protect our children and communities by reducing gun violence. The plan combines executive actions and calls for legislative action that would help keep guns out of the wrong hands, ban assault and high-capacity magazines, make our schools safer, and increase access to mental health services. The President’s plan can be found at:
http://www.whitehouse.gov/sites/default/files/docs/wh_now_is_the_time_full.pdf.

Project AWARE is one component of the President’s “Now is the Time” plan. Advancing Wellness and Resilience in Education (AWARE) was designed to make schools safer and increase access to mental health services. Education about mental health includes an understanding about the importance of mental health; the relationship between mental health and improved education and overall health outcomes; precipitating factors, signs, and symptoms of mental distress; the prevention of mental and substance use disorders; and how communities and schools can support our nation’s youth by getting them the help they need.

B. Overview of the Tennessee AWARE

The purpose of Tennessee AWARE is to build state systems of support to strengthen the capacity of schools and communities to improve mental health access and promote wellness and resilience for school-age youth. It is also to build state and local capacity to increase mental health literacy and competency of youth-serving adults to detect and appropriately respond to mental health needs among school-age youth. Anderson County, in partnership with parents, youth, and community stakeholders, will design and implement a multi-tiered, interconnected systems framework (ISF) that guides delivery of universal prevention, targeted intervention, and intensive school-based mental health services.

The Tennessee AWARE program supports the development and implementation of a comprehensive plan of activities, services, and strategies to decrease youth violence and promote the healthy development of children and youth. This program builds upon the successful strategies of the Safe Schools/Healthy Students (SS/HS) and SS/HS State Initiatives that, for over a decade, have proven to be successful in creating safe and secure schools and promoting the mental health of students in communities across the country. These strategies include facilitating a closer relationship between state policy and local implementation of policies and programs and supporting the development and coordination of integrated systems that create safe and respectful environments for learning and promote the behavioral health of school-aged children and youth. This approach to early identification, referral and systems development both in the school and community will allow stakeholders to make strides in significantly advancing the mental health of the Nation’s most valuable asset, its children.

Additionally, Tennessee AWARE will support building cross-system capacity for comprehensive approaches in communities. It can assist by expanding state capacity to collect and utilize

population data in order to develop and implement science informed policies and programs in schools and communities to ensure comprehensive approaches to create safe and supportive schools that address the mental health needs of young people. This will also include broadening efforts to coordinate and integrate across service systems including education, mental health, juvenile justice and law enforcement and supporting the development of approaches to integrate state and local comprehensive plans for infrastructure, services, and supports focused on the well-being and healthy development of children, youth, and young adults.

Tennessee AWARE has two components. Component One is intended to address the mental health needs of children, youth, families/caregivers and communities. Component One builds on the SS/HS model to support the enhanced coordination and integration of mental, emotional, and behavioral health. It is expected that Component One will provide local communities with increased access to school and community-based mental health services through improved coordination of state and local policies and resources. It is in Component One that we will see the placement of mental health clinicians in schools to deliver effective, targeted and intensive interventions and referrals of youth in need of school-based mental health services.

Component Two is focused on the implementation of Mental Health First Aid and/or Youth Mental Health First Aid at both the state and local community levels. Component Two is intended to train school personnel, emergency first responders, and other adults who interact with school-aged youth to detect and respond to mental illness in children, youth, and young adults, including how to encourage adolescents and families experiencing these problems to seek and obtain treatment.

C. Anderson County Schools (ACS) Roles and Responsibilities for the AWARE Initiative

The Anderson County Schools system serves approximately 6,600 students in nine elementary schools, four middle schools, two high schools, a career and technical center, a K-12 alternative school and a pre-school/Head Start program. ACS is one of the largest employers in Anderson County, with more than 1000 teachers, education assistants, and support and administrative staff.

ACS is expected to have a focus on the following:

- Improving collaboration across all child, youth, and family serving systems
- Improving access to and availability of school-and community-based mental health services
- Implementing mental health promotion and prevention strategies
- Increasing awareness of mental health issues among school-aged youth; ensuring that school personnel and other adults who interact with youth receive Youth Mental Health First Aid training

- Connecting families, schools, and communities to increase engagement in planning and implementing programs
- Engaging youth and their families in the promotion and awareness of positive mental health and connecting them to needed mental health services
- Building the capacity and leadership to sustain school and community-based mental health strategies
- Accessing existing funding systems to support the provision of mental health services to school-aged youth.

ACS will provide:

- An office space will be made available at each school
- Access to student level data through a staff member at the school
- Input on decision making of placement of Licensed Clinical Social Workers (LCSW) at schools

D. ACS/Local Community Performance Measures and Reporting Requirements

ACS is required to collect and report Government Performance and Results Act (GPRA) data annually throughout the five years of the AWARE Initiative. It is expected that the state project evaluator will assist ACS in collecting these data and include it in their annual evaluation report. Anderson County School's GPRA community performance measures are as follows:

- The total number of school-aged youth served as a result of implementing strategies identified in the state's comprehensive plan;
- The total number of school-aged youth who received school-based mental health services; and
- The percentage of mental health service referrals for school-aged youth which resulted in mental health services being provided in the community.

As such, it is important to know that the Mental Health Provider will be asked to provide and report referral numbers to the AWARE Director at a minimal quarterly.

E. Contract Period

The Anderson County School department desires a five (5) years contract, the contract period shall be contract is November 1, 2015 through September 29, 2020, with the potential for an additional extension from SAMHSA due to a late start in year one.

This contract may be terminated by either party by giving a sixty (60) day written notice before the effective date of termination.

F. Estimated Award Information

One award will be funded up to \$298,800 each year for the next 5 years. ACS is considered the “payer of last resort” in all contracts with the partnering school-based mental health provider. The above figures do not bind ACS to a specific amount of money to be dispensed but are available and show our intention to provide and sustain mental health services for all schools over the initial four LCSWs that are required during the project period.

Mental and behavioral health service providers are encouraged to utilize 3rd party and other revenue realized from provision of services to the extent possible and use a small portion of SAMHSA grant funds only for services to individuals who are ineligible for public health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual’s health insurance plan (co-pay or other cost sharing requirements are an acceptable use of SAMHSA grant funds).

G. Travel Budget

This program is not expected to require travel.

H. Equipment

No equipment will be provided.

I. Program Requirements

The Mental Health Provider must implement a plan that:

- Must identify sustainability.
- Uses full-time onsite Licensed Clinical Social Worker (LCSW) as the mental health clinician in school to deliver effective, targeted and intensive interventions and referrals. LCSW must be licensed or accredited in State of Tennessee and be in good standing with the Tennessee Department of Mental Health and Substance Abuse.
- Places one LCSW at the Life Development Center to serve as a counselor for at risk students participating in adventure based youth development programs
- Deals with all payer source issues, and parents questions regarding billing or mental health care
- Has a sliding scale to \$0

- Identifies primary and secondary payer sources before AWARE funds
- Offers students and their family on-site behavioral health services in any available space that allows for confidential therapy session
- Must treat some of the most frequent conditions, but not limited to Depression/depressive disorders, ADHD, ODD, OCD, Tourette's, Reaction adjustment disorders, Anxiety disorders, Conduct disorders, Psychosis, Eating disorders and Trauma related issues.
- Must be able to provide sessions during Fall Break, Christmas Break, Spring Break, and Summer Break on-site if pre-arranged
- Must work collaboratively with the School Counselor, School Psychologist and other school administrators as members of the behavioral support staff
- Is flexible to the student's academic schedule (i.e. refrain from pulling student from same academic class during consultation)
- Ensures clinicians are culturally and linguistically competent and meets the needs of students
- Adopts a multi-systems care approach to meeting the needs of children and youth

J. Proposal Narrative

You must limit the proposal narrative to the equivalent of no more than 10 pages, using the following standards:

- A "page" is 8.5" x 11", on one side only, with 1" margins at the top, bottom, and both sides.
- Double space (no more than three lines per vertical inch)
- Use font that is either 12 point or larger
- Use one of the following fonts: Times New Roman, Courier, Courier New, or Arial

The page limit does not apply to the cover sheet; it only applies to the proposal narrative.

K. Selection Criteria for Program Narrative

The maximum score for all selection criteria is 150 points. The points or weights assigned to each criterion are indicated in parentheses. A team of reviewers will review each proposal. They will be asked to evaluate and score each program narrative against the following selection criteria.

(a) Quality of Project Services (50 points)

- (i) In determining the quality of the services to be provided by the proposed project, the AWARE Proposal Team considers the quality and sufficiency of strategies for ensuring equal access and treatment for eligible project participants who are members of groups that have traditionally been underrepresented based on race, color, national origin, gender, age, or disability. (5 points)

In addition, The AWARE Proposal Team will consider one or more of the following factors:

- (ii) The extent to which the goals, objectives, and outcomes to be achieved by the proposed project are clearly specified and measurable (15 points)
- (iii) The extent to which the services to be developed and provided by the proposed project involve the use of efficient strategies, including the use of technology, collaboration with appropriate partners, and the leveraging of non-project resources. Applicants must show proof of successful partnerships that can bring value to the project and demonstrate capability to implement effective and innovative strategies (example televideo or telemedicine capability for consultation with non-school sited professionals). (30 points)

(b) Quality of Management Plan (35 points)

The AWARE Proposal Team considers the quality of the management plan and grantee expertise for the proposed project.

In determining the quality of the management plan for the proposed project, the AWARE Proposal Team considers one or more of the following factors:

- (i) The adequacy of the management plan to achieve the objectives of the proposed project on time and within budget, including clearly defined responsibilities, timelines, and milestones for accomplishing project tasks. (10 points)
- (ii) The adequacy of mechanisms for ensuring high-quality services from the proposed project. (10 points)
- (iii) How the applicant will ensure that a diversity of perspectives are brought to bear in the operation of the proposed project including those of parents, teachers, the community, a variety of disciplinary and professional fields, recipients or beneficiaries of services, or others, as appropriate. (15 points).

(c) Quality of Project Evaluation (15 points)

The AWARE Proposal Team considers the quality of the evaluation to be conducted of the proposed project.

In determining the quality of the evaluation the team considers one or more of the following factors:

- (i) The extent to which the methods of evaluation are thorough, feasible, and appropriate to the goals, objectives, and outcomes of the proposed project. (5 points)
- (ii) The extent to which the methods of evaluation will provide performance feedback and permit periodic assessment of progress toward achieving intended outcomes. (10 points).

(d) Quality of Facility Services and Outreach (25 points)

The AWARE Proposal Team considers the quality of the Mental Health Agency's services and outreach using one or more of the following factors:

- (i) Utilization or penetration rates of referred clients in school based services. (5 points)
- (ii) Utilization rate of crisis, inpatient and residential treatment services. (5 points)
- (iii) Patient/client satisfaction rates of the organization/facility. (5 points)
- (iv) Patient to provider ratio of the organization/facility. (5 points)
- (v) Data on current number of children and youth daily outpatient treatment. What is your capacity in Anderson County and plan to change? Explain (5 points)

(e) Quality of Relevant Work Experience (10 points)

The AWARE Proposal Team considers the quality of work experience with schools.

In determining the quality of experience the team considers the following factor:

- (i) The extent to which similar project experience has created system change and project sustainability. (5 points)
- (ii) The extent to which similar project experience has leveraged multi-systems to create a system of partners and support services. (5 points)

(f) Quality of Professional References (15 points)

Letters of support from previous project partners should accompany this RFP. (15 points)

L. SCHEDULE OF EVENTS – IMPORTANT DATES

Changes and modifications to the following schedule will be announced by the Anderson County Purchasing Agent. All dates are tentative and subject to change.

- | | | |
|----|---|--------------------|
| 1) | Request for Proposals and Qualifications – Release Date | August 21, 2015 |
| 2) | Deadline for Submission of Questions | September 3, 2015 |
| 3) | Response to Submitted Questions | September 11, 2015 |
| 4) | Request for Proposals– Opening Date | September 24, 2015 |
| 5) | Purchasing Committee Approval Date | October 12, 2015 |
| 6) | Board of Commissioners Approval Date | October 19, 2015 |
| 7) | Bid Award Date | October 20, 2015 |
| 8) | Contract Execution Deadline | October 30, 2015 |
| 9) | Mental Health Provider Commencement Date | November 1, 2015 |

M. BID PROPOSALS: Bids must be sealed in an envelope or carton and clearly marked on the outside with the words “RFP #4628 – Mental Health Provider in Schools”.

- a. Proposals are due by 2:30 p.m. on September 24, 2015. At which time and place they will be opened and names of vendors submitting proposals will be announced.
- b. Any questions concerning this RFP should be directed to Pamela Cotham, Anderson County Purchasing Agent at telephone (865) 457-6218, purchasing@andersontn.org, or fax (865) 457-6252.
- c. Each Proposal shall be valid for a period of ninety (90) calendar days from the bid opening date.

The envelope or carton must be mailed or delivered to:

**Anderson County Courthouse
100 N. Main Street, Room 214
Purchasing Department
Attn: Pamela Cotham, Purchasing Agent
Clinton, TN 37716**

N. GENERAL COMPLIANCE WITH LAWS

(a) If required, the company shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and

governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The company is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the company agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Anderson County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Anderson County, Tennessee.

GENERAL TERMS AND CONDITIONS

1.1 PROTEST:

Any vendor wishing to protest the award shall notify in writing the Anderson County Purchasing Agent. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the award. Protests must be in writing and envelopes/package containing protest must be clearly marked with Request for proposal number and words "Request for Proposal Protest". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Attorney, shall review and make a final decision as to any proposal protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

1.2 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Request for Proposals must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the proposal's ability.

1.3 VENDOR'S DEFAULT:

Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.4 BACKGROUND CHECKS:

Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.5 BID CLOCK:

The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.6 TAXES:

Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.17 DRUG-FREE WORKPLACE:

Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a proposal at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of the State of Tennessee.

1.8 NO CONTACT POLICY:

After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.9 QUESTIONS:

Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.10 DUPLICATE COPIES:

Anderson County requires that all vendors submit one original and five exact copy of their bids, including brochures.

1.11 ADDENDUM:

Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website purchasing@andersontn.org/purchasing up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.12 WAIVING OF INFORMALITIES:

Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.13 APPROPRIATION:

In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.14 ASSIGNMENT:

Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.15 WEATHER AND COURTHOUSE CLOSINGS:

In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for

bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.16 PROPOSALS:

All proposals once received become property of Anderson County Government and will not be returned.

1.17 HIPAA COMPLIANCE

Anderson County and the 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 Anderson County 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 Anderson County, 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. Anderson County 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 Anderson County 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 Anderson County because of the violation.

Confidential records language used in state contracts:

1.18 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 Mental Health Care Provider by Anderson County or acquired by the Mental Health Care Provider on behalf of Anderson County that is regarded as confidential information under state or federal law shall be considered “Confidential Information.” Nothing in this Section shall permit Mental Health Care Provider to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Mental Health Care Provider due to intentional or negligent actions or inactions of agents of Anderson County or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Mental Health Care Provider 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.

1.19 FERPA COMPLIANCE

Anderson County and Mental Health Care Provider shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C. F. R. 99). Mental Health Care Provider warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Mental Health Care Provider agrees to cooperate with Anderson County as required by FERPA and its regulations in the performance of its duties in this contract. Mental Health Care Provider agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract. The Mental Health Care Provider shall reaffirm this attestation, in writing, by submitting to Anderson County a completed and signed copy of the Authorization and Acknowledgement of Compliance document at Attachment B.

AUTHORIZATION AND ACKNOWLEDGEMENT OF FERPA COMPLIANCE

Whereas, Anderson County Schools has contracted with _____ (Mental Health Care Provider) on November 1, 2015 through June 30, 2019 for participating in “Mental Health Providers in Schools”, and whereas, The above referenced contract may require the disclosure by Anderson County Schools of certain personally identifiable student information that is confidential under the Family Education Rights and Privacy Act (FERPA), and

Whereas, 34 C. F. R. 99.31, authorizes an educational agency or institution to disclose personally to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services.

Therefore, Anderson County Schools hereby agrees as follows:

1. Anderson County Schools is authorized to maintain certain student information for the sole purposes of compliance with the requirements of the above referenced contract. This student information may include school climate survey data, academic, attendance and discipline data.
2. Anderson County Schools agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with the state.
3. Anderson County Schools agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

MENTAL HEALTH CARE PROVIDER

DATE

ANDERSON COUNTY SCHOOLS

DATE

BACKGROUND CHECK COMPLIANCE FORM

ANDERSON COUNTY GOVERNMENT

PURCHASING DEPARTMENT
 100 N. MAIN STREET, ROOM 214 or 218
 CLINTON, TN 37716
 (865) 457-6251
 (865) 457-6252 (Fax)

BID NUMBER 4628

CONTRACT NUMBER _____

BACKGROUND CHECKS Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature _____

Title _____

Printed Name: _____

Date _____

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____