

**CONTRACT #3**  
**RFS # 343.47-46214**  
**Edison # 38788**

**Department of Health**

**VENDOR:**  
**iostudio, LLC**



**STATE OF TENNESSEE**  
**DEPARTMENT OF HEALTH**

JOHN J. DREYZEHNER, MD, MPH  
COMMISSIONER

BILL HASLAM  
GOVERNOR

March 12, 2014

Mr. Lucian Geise, Director  
Fiscal Review Committee  
320 Sixth Avenue North, 8<sup>th</sup> Floor  
Nashville, TN 37243

Mike Perry, Chief Procurement Office  
Department of General Services  
Tennessee Tower, Third Floor  
Nashville, TN 37243

Dear Director Geise and CPO Perry,

This request is for approval to execute a contract amendment with iostudio, LLC (RFS # 34347-46214 - Edison #38788) for managing, hosting, and promoting "kidcentraltn.com". The original contract will expire 8/31/14. This amendment will extend the contract to 8/31/15 and add \$393,735 that will enhance certain functions of the website utilizing funding from the six departments who serve children across our state. The funding from these six departments is a result of collaboration between the different state agencies that are a part of the Governor's Children's Cabinet.

- The amendment will expand the focus for children ages 5 to 18 and will include support information for children transitioning out of foster care.
- It will add imagery that reflects older children as well as current content which is primarily babies and young children.
- It will also be used to feature a Facebook tab to encourage parents to email sign-ups.
- Enhancements will also be made to the "My Profile" feature to help parents in obtaining the correct information for their child based on criteria entered into the site.
- It will create a slider image that rotates 3 – 5 images that depict the diversity of children's information found at the site including diversity of age, gender, race, and special needs status.

This amendment will benefit parents and children of the State of Tennessee by providing information for the health and welfare of our kids at their fingertips.

We appreciate your consideration of our request for approval to proceed with this non-competitive contract amendment request. Thank you.

Sincerely,

John J. Dreyzehner, MD, MPH, FACOEM

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Loraine Lucinski	*Contact Phone:	532-8041		
*Original Contract Number:	38788	*Original RFS Number:	34347-46214		
Edison Contract Number: <i>(if applicable)</i>	38788	Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	September 1, 2013	*Current End Date:	August 31, 2014		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	June 1, 2014				
*Department Submitting:	Health				
*Division:	Family Health & Wellness				
*Date Submitted:	3/14/14				
*Submitted Within Sixty (60) days:	Yes.				
<i>If not, explain:</i>					
*Contract Vendor Name:	iostudio, LLC				
*Current Maximum Liability:	\$249,960				
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2104	FY:2015	FY:	FY:	FY	FY
198,300	41,660	\$	\$	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2014	FY:	FY:	FY:	FY	FY
\$104,150	\$	\$	\$	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A			
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A			
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			

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Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	\$110,000.00
Interdepartmental:		\$139,960	Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
N/A		N/A		
N/A		N/A		
N/A		N/A		
Method of Original Award: <i>(if applicable)</i>			Non-Competitive Contract Request #CY13-2489	
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$249,960	

Supplemental Documentation Required for  
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:2014	FY:2015	FY:	FY:	FY:
Monthly Content, Agency Management & Analysis as described in section A.3	91,290	18,258			
Monthly Hosting for Website, Phone Application, and iPad kiosk as described in section A.4	25,720	5,144			
Monthly Marketing, Promotion, and Engagement through email and Facebook campaigns as described in Section A.5	91,290	18,258			

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other**

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Fiscal Review Committee

<b>options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.</b>					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A	N/A	N/A	N/A	N/A	N/A
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A	N/A	N/A	N/A	N/A	N/A
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A	N/A	N/A	N/A	N/A	N/A



# Amendment Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov)

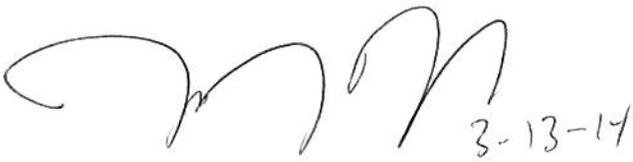
**APPROVED**

CHIEF PROCUREMENT OFFICER

DATE

Request Tracking #	34347-46214	
1. Procuring Agency	Department of Health	
2. Contractor	iostudio, LLC	
3. Contract #	FA 14 38788	
4. Proposed Amendment #	1	
5. Edison ID #	155647	
6. Contract Begin Date	9/1/2013	
7. Current Contract End Date – with ALL options to extend exercised	8/31/14	
8. Proposed Contract End Date – with ALL options to extend exercised	8/31/15	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 249,960.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 643,695.00	
11. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment		
<p>Under the leadership of the Governor's Cabinet, Contractor currently maintains, host and promotes a unified website for families called "kidcentraltn.com" This website pulls content from across departments so families can more easily find what they need. The website organizes content into the headings of Health, Education, Development and Support and includes a directory of stat services for children and families. The website includes features such as "My PROFILE", A MOBLIE APP, EMAIL AND Facebook outreach. The Content Steering Committee designated by the Governor's Children's Cabinet receives regular updates about the site traffic and viewer engagement. This amendment is necessary to</p>		

Request Tracking #	34347-46214
<p>continue managing, hosting, and promoting "kidcentraltn.com" into its second year. This amendment also provides for some enhancements to the site based upon additional content requested and lessons learned since its initial launch. Kidcentraltn.com is funded through a collaborative effort of the six departments in the Governor's Children's Cabinet.</p>	
<p><b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b>  <i>– NOT required for a TN state education institution</i></p> <p>Ed Brown  Mitch Powers  Chris West  iostudio  565 Marriott Drive  Nashville, TN 37214</p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Goods or Services</b></p> <p>Iostudio is a well-established 12 year old firm providing a broad continuum of communications analysis, message consulting, materials production, website and social media design, and branding support. With offices in Nashville, TN and Washington D.C., the company has won a variety of local, regional and national awards for its work, including multiple recognitions for a public sector communications research, strategy, content and marketing campaign related to National Guard Recruiting.</p> <p>In addition, the contractor has unique experience gained through the original design, content development, build, management and hosting of the website under contract 35550 with the Department of Education and through previous experience under this contract 38788.</p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>Members of the Tennessee Early Childhood Advisory Council and other grant program stakeholder were consulted to define scope and get recommendations for possible vendors to undertake the original study of parent communications. Recommendations were implement in contract 33646 through the Department of Human Services.</p> <p>The research and planning project, recommendations from which have now been implemented through the creation of the website "kidcentraltn.com" was an unusual blend of communications audit, government organization analysis, and messaging strategy. In thinking about vendor options for both planning and implementation, knowledge and experience was needed to go well beyond general marketing principles to encompass government organization and systems, cross-departmental collaboration, and messaging analysis applied across multiple government departments with special attention to their intended audience, method of communication, content timing, and desired outcome. Success required a contractor with specific understanding of how to integrate message content and delivery across multiple independent departments under one state government.</p> <p>Several different types of vendor emerged for the stakeholder recommendations: academic partner; traditional marketing/communications agency and a creative "new Media" firm that didn't fit other categories.</p> <p>State staff explored each vendor type, weighing the strengths and weaknesses. Discussions with potential academic partners with experience with state government clients indicated that they could bring research expertise and understanding of the dynamics of multi-departmental initiatives and collaborations. However, the critical deliverables for the project were primarily related to creative communication, including "new media". Upon closer examination, the academic approach was not sufficient.</p> <p>The U.S. Department of Human Services, funder of the original grant, recommended a national marketing firm that had worked with other states on early childhood communication campaigns. Discussions with this agency made clear that they could produce creative marketing material but were not strong in the strategic analysis of existing strategies,</p>	

Request Tracking #	34347-46214
<p>especially strategies in context of Tennessee state government.</p> <p>In thinking about possible vendors in the communications/marketing area, staff reviewed existing state contracts for services under potential relevant NIGP codes 915—00 COMMUNICATIONS AND RELATED SERVICES and 918-00 CONSULTING SERVICES. Specifically, the goal was to see if the state had any current contracts that might have called for a similar unusual blend of communications audit, Tennessee government organizations analysis and messaging strategy in the \$700,00 project size range. Ten contracts with nine vendors were identified, but none appeared to be particularly comparable. Most appeared to be limited to executing specific campaigns (alcohol countermeasures, human rights education, marketing for 529 college savings plan) instead of analysis and strategy across multiple agencies. The most comprehensive appeared to be the Department of Tourist Development advertising contract for \$22.5 million over 5 years, not a comparable scope to this project.</p> <p>Looking further for a blend of analytical expertise, creative communications capacity and public focus, staff explored a recommendation of the iostudio communications firm. Staff was especially impressed with work prepared by iostudio with a similar project to analyze and then coordinate and integrate messages and strategies across department of the Army National Guard. With extremely compressed timeframes, staff was pleased to find that iostudio had the staff capacity to deliver the ambitious research project outcomes with the 4-5 month timeframe.</p> <p>Upon successful completion of the original DHS contract by iostudio, the Governor's Children's Cabinet and Early Childhood Advisory Council considered recommendations drawn from the variety of data collection, outreach and analytical activities. The groups voted to implement several of the key recommendations. Because iostudio had proved that it had capacity to deliver high quality work in a short timeframe and because any other vendor would have required additional time to get up to speed on the complex elements of the project (time was not available), this vendor was used to implement the initial recommendations including creation, management and hosting of the website, "kidcentraltn.com".</p> <p>Because iostudio has proven its capacity to manage, host and promote "kidcentraltn.com" this vendor is recommended. An additional focus of this contract amendment is to enhance features on the website that iostudio created from scratch and where they have the unique expertise to efficiently and effectively make those enhancements.</p>	
<p><b>18. Justification</b></p> <p>iostudio is a proven vendor with the unique combination of expertise and experience in communications analysis, cross-departmental collaboration, message design, content, program, and features development specifically the "kidcentraltn.com". iostudio manages the functions of "kidcentraltn.com" on a daily basis and has extensive experience with developing and deploying content, hosting and promoting of the site.</p>	
<p><b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i></p> <div style="text-align: right;">  <p>3-13-14</p> </div>	

## Proposed Amendment

 <b>CONTRACT AMENDMENT COVER SHEET</b>					
<b>Agency Tracking #</b> 34347-46214		<b>Edison ID</b> 38788		<b>Contract #</b> FA14-38788	
<b>Contractor Legal Entity Name</b> iostudio LLC				<b>Amendment #</b> 1	
<b>Edison Vendor ID</b> 155647					
<b>Amendment Purpose &amp; Effect(s)</b> To continue the management, hosting, and promotion of the website kidcentraltn.com and to enhance certain functions of the website					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				<b>End Date:</b> <b>August 31, 2015</b>	
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A): <b>\$ 393,735 increase</b>					
<b>Funding —</b>					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014		101,627.00	106,673.00		208,300.00
2015		124,327.00	293,402.00		417,729.00
2016		17,666.00			17,666.00
<b>TOTAL:</b>		<b>243,620.00</b>	<b>400,075.00</b>		<b>643,695.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
<b>Speed Chart</b> (optional) HL00016443- HL00012150		<b>Account Code</b> (optional) 70803000			

## Proposed Amendment

### AMENDMENT 1 OF CONTRACT 38788

This Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and iostudio LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section A.2.d.
  - A.2.d. Enhancements Contractor shall design, develop, and deploy certain enhancements to the functions of the website kidcentraltn.com.
  
2. The following is added to Contract section A.3.
  - 3.A. Contractor will deploy new imagery to the site to depict the diversity of children's information found at the site including diversity of age, gender, race, and special needs status. Contractor will get final approval from the State before posting the new images.
 

On a quarterly basis, Contractor will run a broken links report to identify links within the site that are no longer functioning. Contractor will send the State a list of broken links identified through the report so that State can identify and provide functioning links that Contractor will use to replace links that are broken. Contractor will provide daily tech support and troubleshoot issues related to the functionality of kidcentraltn.com. Contractor will provide ongoing training as needed to support state department employees in utilizing kidcentraltn.com. Contractor will host twice monthly status meetings with state employees. Contractor will support the State in fulfilling miscellaneous requests for promotional materials such as power point slides, imagery, language, and links.
  
3. The following is added to existing Contract section A.5.
  - A.5. Contractor will post to Facebook a minimum of 5 times per week and will regularly test posting times, content, surveys, and imagery to determine the optimal strategy for customer engagement. Contractor will purchase two sponsored posts per month. Contractor will develop a custom Facebook tab to encourage email sign-ups and My Profile feature sign-ups.
 

Contractor will allocate certain dollars every month to obtain paid ads linked to Google searches of related content and key words associated with kidcentraltn.com. Contractor will regularly evaluate and appropriately adjust the sponsored key words that generate Google ads and promote visitor traffic to kidcentraltn.com.
  
4. The following is added as Contract section A.6:
  - A.6. Contractor shall create additional kidcentraltn.com website content regarding developmental milestones for children ages 5 to 18 and regarding young adult life skills. The subcategories of information in the Development Section of kidcentraltn.com will be reorganized to reflect increased content for children ages 5 to 18 that is placed in that section. This additional information regarding developmental milestones for children ages 5 to 18 and young adult life skills will also be placed into the My Profile feature of kidcentraltn.com for children ages 5 to 18. Additional content will also be added to the Support section of kidcentraltn.com to describe support for youth transitioning out of

## Proposed Amendment

foster care. When adding the content described above, Contractor will also use imagery that reflects older children.

To create additional kidcentraltn.com website content regarding developmental milestones for children ages 5 to 18 and regarding young adult life skills, the Contractor shall receive content digitally from state agencies and will pull content as necessary from existing state department materials such as department websites and print collateral. The Contractor will streamline all content so that it has a consistent look, tone, and voice as other content located at the kidcentraltn.com website. The Contractor will generate original website content as requested by the State. Original content concepts and scheduled presentations of content as it is created will be submitted to the State for approval. The Contractor will regularly engage state government representatives to review, recommend edits, and to provide final approval for all content created under this Section before it is posted to kidcentraltn.com. The website kidcentraltn.com will maintain 99 percent uptime 24/7 during the course of these additions.

5. The following is added as Contract section A.7:
  - 7.A. For the primary image located at the top of the kidcentraltn.com home page, the Contractor shall create a slider that rotates 3 to 5 images that depict the diversity of children's information found at the site including diversity of age, gender, race, and special needs status. Contractor will get final approval from the State before posting the new slider images. The website kidcentraltn.com will maintain 99 percent uptime 24/7 during the course of these additions
6. The following is added as Contract section A.8:
  - A.8. Within the State Services Directory, the Contractor shall create a filter/subfilter function that allows users to search for services based upon a child's age. Before it is deployed, the Contractor will test all functionalities of this feature including but not limited to a program manager or gatekeeper's ability to enter, update, edit, and save the age ranges associated with the service profile they are entering or managing and the ability of a directory user to search for services based upon a child's age. The website kidcentraltn.com will maintain 99 percent uptime 24/7 during the course of these additions.
7. The following is added as Contract section A.9:
  - 9.A. Contractor will change the base platform for content articles located at kidcentraltn.com so that visuals such as photos, charts, or graphs may be included as part of article content. With this enhancement, any user with Super Admin privileges to the site will be able to add an image to content articles. This enhancement will not be applied to the base platform for listings in the kidcentraltn.com services directory. The website kidcentraltn.com will maintain 99 percent uptime 24/7 during the course of these additions.
8. The following is added as Contract section A.10:
  - A.10. Contractor will create a print button so that all articles, pages, services directory listings, and My Profile milestones visible at kidcentraltn.com can be easily printed in a readable format. Before it is deployed, the Contractor will test all functionalities of this feature including but not limited to placement of words and images on the printed page so the user can clearly view and read the material printed from kidcentraltn.com. The website kidcentraltn.com will maintain 99 percent uptime 24/7 during the course of these additions.

## Proposed Amendment

9. The following is added as Contract section A.11

A.11. Contractor will enhance the kidcentraltn.com services directory by providing the option for program managers and gatekeepers to upload a PDF as part of their service profile listing in the directory. A PDF included with a services directory listing will appear as a downloadable PDF to site viewers who will also be able to print that PDF. Before it is deployed, the Contractor will test all functionalities of this feature including but not limited to a manager or gatekeeper's ability to upload and save a PDF as part of their service profile in the directory and the ability of a directory user to open, view, and print that PDF. The website kidcentraltn.com will maintain 99 percent uptime 24/7 during the course of these additions.
10. The following is added as Contract section A.12:

A.12. Contractor will enhance the usability and functionality of the kidcentraltn.com My Profile feature by adjusting the processes to sign-up, add another child, save information, update, delete, edit the profile or edit the account. Prior to and during this work, Contractor will consult with state representatives regarding the desired enhancements and will test the My Profile processes with new users. Before they are deployed, the Contractor will get approval from state representatives and test all functionalities of these enhanced My Profile processes including but not limited to a user's ability create a profile, add another child, save information, update, delete, edit the profile or edit the account. The website kidcentraltn.com will maintain 99 percent uptime 24/7 during the course of these additions.
11. The following is added as Contract section A.13:

A.13. Within the "My Profile" feature at kidcentraltn.com, the Contractor will add the option for families to upload their child's photo associated with each milestone age range. Before it is deployed, the Contractor will test all functionalities of this feature including but not limited to a user's ability to upload, save, and view a photo as part of their My Profile. The website kidcentraltn.com will maintain 99 percent uptime 24/7 during the course of these additions
12. Contract section B is deleted in its entirety and replaced with the following:

B.1. Contract Period. This Contract shall be effective for the period beginning September 1, 2013, and ending on August 31, 2015. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
13. The following is added as Contract section B.2:

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.
14. Contract section C.1. is deleted in its entirety and replaced with the following:

## Proposed Amendment

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed six hundred forty-three thousand six hundred ninety-five dollars and no cents (\$643,695.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. 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.

15. Contract section C.3.b. is deleted in its entirety and replaced with the following:

C.3.b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
Monthly Content, Agency Management & Analysis as described in section A.3	\$ 9,129/month
Monthly Hosting for Website, Phone Application, and iPad kiosk as described in section A.4	\$ 2,572/month
Monthly Marketing, Promotion, and Engagement through email and Facebook campaigns as described in Section A.5	\$ 9,129/month
Creation, review, editing, and posting of content regarding developmental milestones, young adult life skills, and support for youth transitioning foster care in both the Development, Support, and My Profile sections of kidcentraltn.com as described in Section A.6.	\$37,675
Creation of a homepage slider that depicts the diversity of children's information found at kidcentraltn.com as described in Section A.7.	\$6,000
Creation of a filter/subfilter function that allows kidcentraltn.com Services Directory users to search for services based upon a child's age as described in Section A.8.	\$18,100
Adding the capacity for images to be included in kidcentraltn.com content articles as described in Section A.9.	\$13,000
Adding a print button so that all articles, pages, services directory listings, and My Profile milestones visible at kidcentraltn.com can be easily printed in a readable	\$40,000

## Proposed Amendment

format as described in Section A.10.	
Adding the option for program managers and gatekeepers to upload a PDF as part of their service profile in the kidcentraltn.com services directory as described in Section A.11.	\$9,000
Enhancing the usability and functionality of the kidcentraltn.com My Profile feature by adjusting the processes to sign-up, add another child, save information, update, delete, edit the profile or edit the account as described in Section A. 12.	\$9,000
Adding the option for families to upload their child's photo associated with each milestone age range within the kidcentraltn.com My Profile feature as described in Section A. 13.	\$11,000

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 1, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**lostudio LLC:**

---

**SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**Department of Health:**

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM  
COMMISSIONER**

**DATE**

**kidcentraltn.com Shared Funding Plan through August 31, 2014**

Total Contract **\$249,960**

Federal Grant Contributions by Departments

TDH MIECHV (home visiting) \$100,000

DMHSAS Systems of Care \$20,000

Therapeutic Intervention, Education, & Skills \$10,000

Remaining amount of \$120,000 Divided by  
\$20,000 Contributions from each Department \$120,000  
(TDH, DMHSAS, DOE, TennCare, DHS, DCS)

\*\*\*Amendment to add additional DMHSAS Carry Over funds **\$61,775**

**\*\*\*kidcentraltn.com Shared Funding Plan through August 31, 2015**

Base amount Contributions from Children's Cabinet Departments **\$249,960**

(\$41,660 per each agency: TDH, DMHSAS, DOE, TennCare, DHS, DCS)

Federal Grant Contributions by Departments

TDH MIECHV (home visiting) **\$82,000**

**TOTAL CONTRACT** **= \$643,695.00**



## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Carole Sumner  
E-mail : [Carole.Sumner@tn.gov](mailto:Carole.Sumner@tn.gov)

**DATE :** 8/22/13

**RE :** Request for OIR Pre-Approval Endorsement

**Applicable RFS #** 34347-46214

**OIR Endorsement Signature & Date:**

*Mark Buzgala*  
Chief Information Officer

8/23/13

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

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

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

<b>Contracting Agency</b>	<b>Health</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Carole Sumner 532-0033 carole.sumner@tn.gov</b>
<b>Subject Procurement Document</b> (mark one)	
<input type="checkbox"/> RFP	<input checked="" type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input checked="" type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable— ISP Project# CAEC001 & DC47B	
<b>Response Confirmed by IT Director/Staff</b> (name): <b>Mike Newman</b>	

**Applicable RFS # 34347-46214**

**Required Attachments** (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

**Subject Information Technology Service Description**

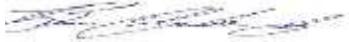
(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

The overall contract is for hosting and marketing the Children's Cabinet and Early Childhood Advisory Council cross-departmental parent outreach and communications website, mobile app and kiosk.

Information technology services involved are detailed in the scope of services sections A.3 related to management of the unified [website kidcentraltn.com](http://www.kidcentraltn.com) (not on the state website) and A.4. Hosting for Website, Phone Application and iPad kiosk.

# Contract Approval – Agency Legal Certification

A completed contract routed for Central Procurement Office (CPO) approval via Edison must be accompanied by this Agency Legal Certification template that has been signed and attached in PDF format.

1. Edison Contract ID #	38788
2. Contracting Agency Name	Health
3. Contractor Name	iostudio, LLC
4. Service Caption	Communication initiative management & hosting
5. Agency Contact (name, phone, e-mail)	Loraine Lucinski 532-8041 Loraine.Lucinski@tn.gov
<p><b>6. Legal Certification</b></p> <p><i>By signing below, the department's legal staff certifies that:</i></p> <ol style="list-style-type: none"> <li>1) the contract as submitted includes only CPO template language (unless the agency has obtained an approved rule exception request);</li> <li>2) the contract is legally sufficient both in form and substance to protect the best interests of the State; and</li> <li>3) the contract does not contravene applicable law.</li> </ol>	
<p><b>Agency Attorney Signature &amp; Date</b></p> <p> <b>14 MARCH 2014</b></p>	
<p><b>7. (Optional) Alternative to Legal Certification Request</b></p> <p><b>Note:</b> If there are extenuating circumstances and a department's legal staff is unable to certify to a contract in the above manner, you must provide a written explanation with Agency Head signature, in the space provided below. Once the explanation is received by the CPO, instructions will be provided to the department as to what will be needed in order to gain approval of the contract, e.g., providing a Microsoft Word version of the contract, etc. <b><u>Please keep in mind that this alternative will slow down the approval process and should be the exception, not the rule.</u></b></p> <p><b>Justification</b></p>	
<p><b>Agency Head Signature &amp; Date – contracting agency head or authorized signatory</b></p>	



# CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> September 1, 2013	<b>End Date</b> August 31, 2014	<b>Agency Tracking #</b> 34347-46214	<b>Edison Record ID</b> <b>38788</b>
<b>Contractor Legal Entity Name</b> lostudio, LLC			<b>Edison Vendor ID</b> 155647

<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #</b>
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**Service Caption (one line only)**  
Cross-departmental parent communication initiative management and hosting

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014		\$91,667.00	\$116,633.00		\$198,300.00
2015		\$18,333.00	\$23,327.00		\$41,660.00
<b>TOTAL:</b>		<b>\$110,000.00</b>	<b>\$139,960.00</b>		<b>\$249,960.00</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**  YES  NO

**Ownership/Control**

African American   
 Asian   
 Hispanic   
 Native American   
 Female  
 Person w/Disability   
 Small Business   
 Government   
 NOT Minority/Disadvantaged  
 Other:

**Selection Method & Process Summary (mark the correct response to confirm the associated summary)**

RFP    The procurement process was completed in accordance with the approved RFP document and associated regulations.  
 Competitive Negotiation    The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.  
 Alternative Competitive Method    The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.  
 Non-Competitive Negotiation    The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.  
 Other    The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*Wayne Pearson*  
8/29/13

OCR USE - FA

**FA1438788**

<b>Speed Code</b> HL00016443 -HL00012150	<b>Account Code</b> 70803000
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**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
IOSTUDIO, LLC**

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Iostudio, LLC, hereinafter referred to as the "Contractor," is for the provision of Cross-departmental parent communication initiative management and hosting, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.  
Contractor Place of Incorporation or Organization: Tennessee  
Contractor Edison Registration ID # 0000155647

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Overview. On behalf of the Children's Cabinet, the Contractor shall support the State's new website [kidcentraltn.com](http://kidcentraltn.com) by maintaining and updating content, providing analysis of site usage, recommending site enhancements, providing secure hosting of the website, mobile application, and iPad kiosk programs, and coordinating promotion of the site through email and social media channels within the time period cited in Section B.

Overall project goals are to engage and empower Tennessee parents by aligning and enhancing communications from multiple state departments serving children.

Contractor activity will be organized into three categories:

- a. **Content, Agency Management & Analysis.**  
The Contractor shall provide management resources to plan and coordinate with state departments in order to regularly rotate featured website content and to present and review usage analytics with recommendations for site adjustments and enhancements, as needed.
  - b. **Hosting for Website, Phone Application, and iPad kiosk.**  
The Contractor shall provide secure hosting of the website, mobile application, and iPad kiosk programs, in accordance with State requirements.
  - c. **Marketing, Promotion, and Engagement.**  
The Contractor shall develop, oversee, and implement a coordinated campaign of featured website content, email promotions, and social media engagement to encourage families to utilize [kidcentraltn](http://kidcentraltn.com) resources.
- A.3. Content, Agency Management & Analysis. The Contractor shall engage with the [kidcentraltn.com](http://kidcentraltn.com) content steering committee to determine [kidcentraltn.com](http://kidcentraltn.com) articles to be featured on the home page. On the 1<sup>st</sup> of the month starting October 1, four (4) new featured articles will be rotated onto the [kidcentraltn.com](http://kidcentraltn.com) home page. The content steering committee will direct the choice of articles based upon key department messages for that time of year, the launch of new initiatives, or emerging news items of interest to Tennessee families. At least 2 of the 4 featured articles will be pulled from existing content on [kidcentraltn.com](http://kidcentraltn.com). If topics are not already found on the [kidcentraltn.com](http://kidcentraltn.com) website, State departments will provide content for featured articles. The Contractor will develop a template for the State to use when sending content that does not already exist on [kidcentraltn.com](http://kidcentraltn.com). Article content template will be provided by September 20. Contractor will tailor content to the tone and format appropriate for [kidcentraltn.com](http://kidcentraltn.com). State departments will give final approval before content is posted.



All featured content submissions for content not already existing on the kidcentraltn.com must adhere to the following monthly timeline, or the delivery date will be pushed back accordingly and appropriate for lead time needed.

- 1<sup>st</sup> of the month prior to content publishing (or next working day): The State will provide all existing content on determined template so the Contractor can begin writing.
- 12<sup>th</sup> of the month prior to content publishing (or next working day): The Contractor will deliver four (4) home page articles to the State for review.
- 22<sup>nd</sup> of the month prior to content publishing (or next working day): The State will provide all feedback to the Contractor.
- 22<sup>nd</sup> – end of month prior to content publishing: The Contractor will finalize, QA content and get final approval from the State.
- 1<sup>st</sup> of the month of content publishing: The Contractor will post all 4 featured articles to kidcentraltn.com.

The Contractor is committed to meeting and monthly engagement to the content steering committee, client meetings, client communication, and state department meetings as seen as necessary. With allocated budget, the Contractor will keep client meeting time to no more than an average of three (3) hours a week.

The Contractor will incorporate tools for measuring effectiveness, using the baseline measurement established at launch. Goal funnels can be added for enhanced communication and engagement over time and then measured against to gauge effectiveness and implement improvements. Tools for measuring effectiveness may include but are not limited to: total users; content popularity ranking; average time of engagement; and frequently searched terms. The Contractor will consult with state government representatives, provider agencies, and customer groups to determine the ideal metrics to be tracked and monitored for each project. The Contractor will design a top line analytics report that will be sent to the State's Content Steering Committee the 1<sup>st</sup> of each month. See sample of analysis in the Attachment B. The Contractor will also develop a quarterly in-depth analysis, providing a further breakdown of user behaviors, subject popularity, articles viewed, site up-time, trends and recommendations for site enhancement.

At no cost to the State, Contractor will repair live site bugs or broken functionality on the kidcentraltn.com website, mobile app, and iPad kiosk app that were developed under contract #35550, as identified during the first 90 days of this contract. Browsers currently supported are Internet Explorer version 8 through Internet Explorer 10, Firefox versions 17 through 23, and Google Chrome versions 25 through 30. iPhone and iPad operating systems currently supported are Android Gingerbread 2.3.3 and iOS 5.

- A.4 Hosting for Website, Phone Application, and iPad kiosk. The Contractor shall provide secure hosting of the website, mobile application, and iPad kiosk programs, in accordance with State requirements and as further described in Attachment C. The Contractor will provide only a production environment for the website. The Contractor shall host and maintain the website, phone application, and iPad kiosk programs on a secured server with at least 99 percent uptime, 24/7. The Contractor shall ensure that the website, phone application, and iPad kiosk program are hosted securely and safely so that it performs at proper speeds and maintains secure exchanges for customers. The phone application and iPad kiosk program depend on the uptime of the primary website property. By maintaining website uptime, Contractor is maintaining the dependent properties. The solution must comply with the State's Enterprise Information Security Policies, in effect on the start date of this contract. A copy of the policies has been provided by the State.



**A.5 Marketing, Promotion, and Engagement.** The Contractor shall develop, oversee, and implement a coordinated campaign of featured website content on the home page, email promotions, and social media engagement to encourage families to utilize [kidcentraltn](http://kidcentraltn.com) resources. Contractor will develop an email promotion content strategy for the year. Strategy will be based upon themes provided by the Content Steering Committee, site analytics, and priorities identified by the State departments. Contractor will produce and distribute 2 email campaigns per month that will be sent to 2 audiences, totaling 4 unique emails per month. These unique emails will coincide with the featured content on the website home page and will be sent out on the 1<sup>st</sup> and the 15<sup>th</sup> of every month, starting October 1. Contractor will also develop automated response emails for the initial parent profile sign-up, comments submission and email opt-in. Contractor will subscribe to an email platform that meets program needs. Contractor shall review analytics for tracking and implementing in the next month's email promotions. Contractor shall manage and maintain the email database, list quantity, segmentation, and tracking.

The Email platform estimated as part of this contract has the scope included for unlimited quantity of emails to 2,500 people a month, or if needed 25,000 quantity of emails to 5,000 people a month.

Based upon featured content, email campaigns, analytics, state priorities, and social media community demographics, Contractor will develop a Facebook promotion strategy. Contractor will work with the State to create an SOP document by October 30 that will define the parameters for managing the Facebook page, writing new posts, updating images, and monitoring for any explicit or unethical posting. Contractor will not respond to every post. Contractor will follow strict parameters regarding the nature of posting. Contractor will not provide any advice on parenting, health, education, or development. Contractor will not provide responses aimed at a single individual family or child situation. Contractor will only reference topics and resources already contained within [kidcentraltn.com](http://kidcentraltn.com) or other state sources.

The contractor is committed to meeting and monthly engagement to the content steering committee, client meetings, client communication, and state department meetings as seen as necessary. With allocated budget, the contractor will keep client meeting time to no more than an average of three (3) hours a week.

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning September 1, 2013, and ending on August 31, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

**C.1. Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Two Hundred Forty-Nine Thousand Nine Hundred Sixty Dollars (\$249,960.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. 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.



C.2. **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Monthly Content, Agency Management & Analysis as described in section A.3	\$ 9,129/month
Monthly Hosting for Website, Phone Application, and iPad kiosk as described in section A.4	\$ 2,572/month
Monthly Marketing, Promotion, and Engagement through email and Facebook campaigns as described in Section A.5	\$ 9,129/month

C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. **Invoice Requirements.** The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Jude White, Executive Director  
 Governor's Children's Cabinet  
 312 Rosa Parks Blvd  
 Tennessee Tower, 27<sup>th</sup> Floor  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Department of Health
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:



- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service
    - v. Total Amount Due for the invoice period
  - b. The Contractor understands and agrees that an invoice under this Contract shall:
    - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
    - (2) only be submitted for completed service and shall not include any charge for future work;
    - (3) not include sales tax or shipping charges; and
    - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service 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 theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- 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, which 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 documentation properly completed.
  - a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract



and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to 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 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 months has been, an employee of the State of Tennessee.

- D.7. 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, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 hereby attests, certifies, warrants, and assures 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, hereto, semi-annually during the period of



this Contract. Such 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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. Said 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged



by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either 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 shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.
- D.20. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of 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, these special terms and conditions shall control.
- E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:  
  
Loraine Lucinski,



Administrator of Early Childhood Initiatives  
Division of Family Health and Wellness  
Department of Health  
Cordell Hull Building, 4<sup>th</sup> Flr  
Nashville, TN 37243  
[Loraine.Lucinski@tn.gov](mailto:Loraine.Lucinski@tn.gov)  
Telephone # (615)-532-8041

Jude White, Executive Director  
Governor's Children's Cabinet  
312 Rosa Parks Blvd  
Tennessee Tower, 27<sup>th</sup> Floor  
Nashville, TN 37243  
[Jude.White@tn.gov](mailto:Jude.White@tn.gov)  
Telephone # (615) 741-2230

Tawny Spinelli,  
Department of Health  
Cordell Hull Building, 3rd Flr  
Nashville, TN 37243  
[Tawny.Spinelli@tn.gov](mailto:Tawny.Spinelli@tn.gov)  
Telephone # (615)-532-8672

**The Contractor:**

Andrew Blenkle, Executive Account Director  
iostudio, LLC  
565 Marriott Drive, Suite 100  
Nashville, TN 37214  
[andy.blenkle@iostudio.com](mailto:andy.blenkle@iostudio.com)  
Telephone # (615) 256-6282  
FAX # (615) 256-6860

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 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 pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 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 period of this Contract.



E.5 Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.8. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer



Application Software, the definition of Work Product shall also include such software.

b. **Rights and Title to the Software**

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.9. **Competitive Procurements**. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner, Tennessee Department of Health, for such decision and non-competitive procurement.

E.10. **Prohibited Advertising**. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.11. **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 undersigned, 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 this 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 section 1352, title 31, *U.S. Code*.

- E.12. 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 in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.13. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/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>).

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 CFR 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 its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract 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. Transfer of Contractor's Obligations**

- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include
  - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the



**proposed New Entity**

- ii. **evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,**
    - (1) Debt;
    - (2) Assets;
    - (3) Liabilities;
    - (4) Cash flow
    - (5) Percentage of the total revenues of the company that are represented by this Contract;
    - (6) The most recent annual financial reports;
    - (7) The most recent annual financial reports filed with government agencies, if applicable.
  - iii. **a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:**
    - (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
    - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
  - iv. **such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.**
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
- i. has been debarred from State or Federal contracting in the past five years
  - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.



- e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
  - f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.
- E.15. Ownership Rights. The State shall retain all ownership rights, titles and interests for domain names procured or provided in accordance with this contract and/or contract #35550; including any domain names associated with kidscentraltn.
- E.16. Registration Transfers. At the conclusion of this contract or upon written request, the Contractor shall transfer all registrations for domain names associated with kidscentraltn back to the State or their selected designee.

IN WITNESS WHEREOF,

IOSTUDIO, LLC:

Patricia F. Donderville 8/28/2013  
 CONTRACTOR SIGNATURE DATE

~~ANDREW BLENKLE~~, EXECUTIVE DIRECTOR Patricia F. Donderville, Executive Director  
 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF HEALTH:

John J. Dreyzehner, MD, MPH 8/28/13  
 JOHN J. DREYZEHNER, MD MPH, FACOEM, COMMISSIONER DATE  
 (BTR)



ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	lostudio, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	621865839

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.

*Patricia F. Donderville*

CONTRACTOR SIGNATURE

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

*Patricia F. Donderville, Executive Director lostudio, LLC*

PRINTED NAME AND TITLE OF SIGNATORY

*8/28/2013*

DATE OF ATTESTATION



Date Range:

Total Visitors	1,866
Total Pageviews	8,076
Average Time on Site	03:54
Community Leader Pledges	6
Parent Pledges	3

**Featured Articles**

Articles	Pageviews
Your Guide to State Services	88
Take the School Readiness Pledge Today	70
Back to School	47
Get Free Parenting Tips With text4baby	21

**Top Programs**

Program Page	Pageviews
Children's Special Services Program	34
CoverKids	30
TennCare	28
Tennessee Redline	22
Help Us Grow Successfully (HUGS)	22

**Top Content by Site Section**

**Development**

Top Content	Pageviews
Development	156
Brain Development	41
Language Development (0-12)	35
Language Development (4-5)	30
Language Development (1-3)	29

**Health**

Top Content	Pageviews
Health	212
Mental Health Resources	38
TennCare	26
Breastfeeding	25
GetFITN	17

**Education**

Top Content	Pageviews
Education	251
TN School Readiness Model	57
Curriculum Standards	41
Smooth Transitions to Preschool	36
Special Education	33

**Support**

Top Content	Pageviews
Support	120
How to Get Child Support	38
Food Programs (SNAP, WIC, School Lunch)	26
Families First/TANF	26
Child Support Enforcement	25



## ATTACHMENT C

1. **Hosting Services.** The hosting services shall include:

- (a) Provision of equipment for virtual private servers with agreed upon storage capacity
- (b) Website bandwidth, support, security, maintenance and backup
- (c) Internet address, domain registration and domain registration renewals
- (d) Assistance in website projects requiring special skills as it relates to website hosting
- (e) Email support via hosting
- (f) Mobile phone/smart phone support via hosting
- (g) Support of computer equipment and infrastructure
- (h) Detailed analytical reporting

2. **Server Environment.** Through the use of multiple computer servers, iostudio will support the Website. Full fault tolerance is provided via redundant application and database servers. The Website environment will consist of one or more of the following:

- 1 pair of load balancers configured in high availability mode
- 2 load balanced web servers
- 1 database master/slave with replication
- 1 database for reporting and analysis
- 1 database to support application search features

3. **Maintenance.** The Contractor will provide reasonable maintenance on the site. All maintenance downtime will be coordinated with and communicated to the State prior to the scheduled event and will take place during a low traffic time period.