



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00869	Edison ID 77479	Contract #	Amendment # 02		
Contractor Legal Entity Name Tennessee Board of Regents			Edison Vendor ID 0000002535		
Amendment Purpose & Effect(s) Exercises Renewal Option, Add Funding					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: April 14, 2026			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ \$63,750.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2023	\$10,330.00	\$10,330.00	\$0.00	\$0.00	\$20,660.00
2024	\$26,395.00	\$26,395.00	\$0.00	\$0.00	\$52,790.00
2025	\$26,395.00	\$26,395.00	\$0.00	\$0.00	\$52,790.00
2026	\$24,100.00	\$24,100.00	\$0.00	\$0.00	\$48,200.00
TOTAL:	\$87,220.00	\$87,220.00			\$174,440.00
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. <div style="font-size: 2em; font-weight: bold; display: inline-block;">Crystal Allen</div> <div style="font-size: 0.8em; margin-left: 10px;"> Digitally signed by: Crystal Allen DN: CN = Crystal Allen email = crystal.g.allen@tn.gov C = US O = TennCare OU = Fiscal Date: 2024.09.05 10:04:07 -05'00' </div>				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT #2
OF CONTRACT #77479**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "Procuring State Agency or TennCare" and Tennessee Board of Regents, hereinafter referred to as the "Contracting State Agency." 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. Contract Section B. is deleted in its entirety and replaced with the following:

- B.1. This Agreement shall be effective for the period beginning on February 15, 2023 ("Effective Date") and ending on April 14, 2026, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contracting State Agency prior to the Effective Date.
- B.2. Renewal Options. There are no remaining renewal options or extensions.

2. Contract Section C.1 is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed One Hundred Seventy-Four Thousand Four Hundred Forty Dollars (\$174,440.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency's 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 Contracting State Agency.

3. Contract Section C.3 is deleted in its entirety and replaced with the following:

- C.3. Payment Methodology. The Contracting State Agency shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by Procuring State Agency in a total amount not to exceed the Agreement Maximum Liability established in Section C.1.
- a. The Contracting State Agency's compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications, or the satisfactory completion of units, milestones, or increments of services defined in Section A.
- b. The Contracting State Agency shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

1. For services performed from February 15, 2023, through April 14, 2025, the following rates shall apply:

Service Description	Amount (per compensable increment)
One-time set up fee for hosting materials and video in the learning management system	\$18,0000.00
Monthly hosting fee for video storage vendor (25-month project)	\$1,650.00 each for a total of \$41,250.00

Review and updating The QuILTSS Institute ITQI Modules (12 modules)	\$2,000.00 each for a total of \$24,000.00
Hosting three (3) new training modules	\$1,650 each for a total of \$4,950.00
Accreditation fees and coordination for NADSP national accreditation	\$7,490.00
Continue Accreditation fees and coordination for NADSP national accreditation	\$10,000.00
Marketing and Outreach for increased DSP participation	\$5,000.00

2. For services performed from April 15, 2025, through April 14, 2026, the following rates shall apply:

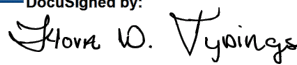
Service Description	Amount (per compensable increment)
Monthly hosting fee for video storage vendor (12 months)	\$1,650.00 each for a total of \$19,800.00
Review and updating QuILTSS Institute ITQI Modules (12 modules)	\$2,000.00 each for a total of \$24,000.00
Hosting three (3) new training modules	\$1,650.00 each for a total of \$4,950.00
Continue Accreditation fees and coordination for NADSP national accreditation	\$10,000.00
Marketing and Outreach for increased DSP participation	\$5,000.00

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 once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TENNESSEE BOARD OF REGENTS:

DocuSigned by:

 15B44CDEEAC7429...
SIGNATURE

2024-10-17 | 4:41 PM CDT

DATE

Flora W. Tydings, Chancellor

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION, DIVISION OF TENNCARE:

Handwritten signature of Jim Bryson in blue ink, followed by a vertical line and the number 38.

JIM BRYSON, COMMISSIONER

10/21/2024

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00869	Edison ID 77479	Contract #	Amendment # 01
Contractor Legal Entity Name Tennessee Board of Regents			Edison Vendor ID 0000002535
Amendment Purpose & Effect(s) Updates Scope of Services, Adds Applicable Funding, and Exercises Renewal Option			
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: April 14, 2025	
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$63,750.00
Funding —			
FY	State	Federal	Interdepartmental
2023	\$16,045.00	\$16,045.00	
2024	\$29,475.00	\$29,475.00	
2025	\$9,825.00	\$9,825.00	
TOTAL:	\$55,345.00	\$55,345.00	
			\$110,690.00
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. Crystal G. Allen <small>Digitally signed by: Crystal G. Allen DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = TennCare/Budget Date: 2024.01.04 09:18:20 -06'00'</small>		CPO USE	
Speed Chart (optional)		Account Code (optional)	

**AMENDMENT #1
OF CONTRACT #77479
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE AND
TENNESSEE BOARD OF REGENTS**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "Procuring State Agency" or "TennCare" and Tennessee Board of Regents, hereinafter referred to as the "Contracting State Agency." 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 sections are added to Contract Section A:

- A.7. The Contracting State Agency shall collaborate with TennCare to develop communication materials concerning its Tennessee Direct Support Professional (TN DSP) Training program at Community Colleges and Tennessee Colleges of Applied Technology (TCATs).
- A.8. Any materials that the Contracting State Agency distributes shall, at a minimum, be:
 - a. Worded at a sixth (6th) grade reading level, unless otherwise approved in writing by TennCare;
 - b. Clearly legible with a minimum font size of 12 point, unless otherwise approved in writing by TennCare;
 - c. Printed with the Contracting State Agency contact information, including telephone number, to allow individuals with limited English proficiency, including people who do not speak English as their primary language, or have limited ability to read, speak, write, or understand English, or individuals with disabilities to receive assistance; and
 - d. Printed with the following assurance of non-discrimination: We obey federal and state civil rights laws. We do not treat people in a different way because of their race, color, birthplace, language, age, disability, religion, or sex. Do you think we did not help you or treated you differently? Then call TennCare 855-857-1673 (TRS 711) for free.
 - e. Upon modification of approved materials, the Contracting State Agency shall resubmit documents in the manner prescribed by TennCare for review and approval of said modifications. The Contracting State Agency shall not utilize or distribute modified materials prior to receipt of written approval from TennCare.
- A.9. TennCare shall designate staff and provide the contact information for such staff to the Contracting State Agency to assist the Contracting State Agency with questions and concerns regarding the activities under this Agreement, including staff who can assist with the status of TN DSP Training program.
- A.10. The Contracting Agency shall annually review the workforce development training/curriculum program, TN DSP Training, in the Contracting Agency's learning management system and in a video storage solution. The Contracting Agency shall ensure that the workforce development training/curriculum program is properly working and contains relevant and up-to-date content. The Contracting Agency shall notify TennCare when updates are needed to the workforce development training/curriculum program.

2. Contract Section B is deleted in its entirety and replaced with the following:

- B.1. This Agreement shall be effective for the period beginning on February 15, 2023, ("Effective Date") and ending on April 14, 2025, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contracting State Agency prior to the Effective Date.
- B.2. Renewal Options. This Agreement may be renewed upon satisfactory completion of the Term. The Procuring State Agency reserves the right to execute up to one (1) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the Procuring State Agency, at the Procuring State Agencies' sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

3. Contract Section C.1. is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed One Hundred Ten Thousand Six Hundred Ninety Dollars (\$110,690.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency's 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 Contracting State Agency.

4. Contract Section C.3. is deleted in its entirety and replaced with the following:

- C.3. Payment Methodology. The Contracting State Agency shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by the Procuring State Agency in a total amount not to exceed the Agreement Maximum Liability established in section C.1.
- a. The Contracting State Agency's compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications or the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contracting State Agency shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
One-time set-up fee for hosting the training materials and video in the learning management system	\$ 18,000.00
Monthly hosting fee for video storage vendor (25-month project)	\$ 1,650.00 each for total of \$41,250
Review and updating The QulLTSS Institute ITQI Modules (12 modules)	\$2,000.00 each for a total of \$24,000.00
Hosting three (3) new training modules	\$1,650 each for total of \$4,950
Accreditation fees and coordination for NADSP national accreditation	\$ 7,490.00

Continue Accreditation fees and coordination for NADSP national accreditation	\$10,000
Marketing and Outreach for increased DSP participation	\$5,000.00

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 once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TENNESSEE BOARD OF REGENTS:

DocuSigned by:

C688FE0F-7FAA-45BB-AED8-F295B8D9E7EC

DS




2024-01-24 | 9:28 AM CST

SIGNATUREDATE

Flora W. Tydings, Chancellor

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION, DIVISION OF TENNCARE:


JIM BRYSON, COMMISSIONER

1/25/2024

DATE



INTERAGENCY AGREEMENT SUMMARY

(Interagency Agreement between state agencies, including the University of Tennessee or Board of Regents colleges and universities)

Begin Date February 15, 2023	End Date April 14, 2024	Agency Tracking # 31865-00869	Edison ID 77479		
Contracting State Agency Name Tennessee Board of Regents		Edison Supplier ID 0000002535			
CFDA # 93.778 Dept of Health & Human Services/Title XIX					
Service Caption Hosting of the workforce development/training curriculum program and providing access to program for identified learners					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2023	\$16,045.00	\$16,045.00	\$0.00	\$0.00	\$32,090.00
2024	\$7,425.00	\$7,425.00	\$0.00	\$0.00	\$14,850.00
TOTAL:	\$23,470.00	\$23,470.00	\$0.00	\$0.00	\$46,940.00
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.					
Crystal G. Allen			<i>CPO USE - IA</i>		
Digitally signed by: Crystal G. Allen DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = Budget Date: 2023.01.13 10:35:27 -06'00'					
Speed Chart (optional)		Account Code (optional)			

**INTERAGENCY AGREEMENT BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE
AND
TENNESSEE BOARD OF REGENTS ("TBR")**

This Interagency Agreement ("Agreement"), by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare hereinafter referred to as the "Procuring State Agency" or "TennCare" and Tennessee Board of Regents, hereinafter referred to as the "Contracting State Agency," is for the provision of hosting the workforce development/training curriculum program and providing access to program for identified learners, as further defined in the "Scope of Services."

A. SCOPE OF SERVICES:

- A.1. The Contracting State Agency shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. TennCare has developed a comprehensive competency-based workforce development training/curriculum program for direct support professionals within the Long Term Services and Supports (LTSS) delivery system in Tennessee. The Contracting Agency shall host the workforce development training/curriculum program and provide access to the use of the workforce development training/curriculum program with learners identified by the Contracting Agency.
- A.3. The Contracting Agency shall transfer to and maintain the workforce development training/curriculum program in the Contracting Agency's learning management system and in a video storage solution. The Contracting Agency shall ensure that TennCare is provided access to the workforce development training/curriculum program as needed.
- A.4. The Contracting Agency shall collaborate with TennCare to develop innovative methods and partnership opportunities to market the available workforce development training/curriculum program and increase participation in the training program. This includes, but is not limited to, developing and distributing marketing materials, promoting opportunities through social media platforms, and identifying learners to promote the program through the sharing of their success stories.
- A.5. The Contracting Agency shall collect and report evaluation data. The Contracting Agency shall collaborate with TennCare to develop reporting requirements that meet federal and state guidelines.
- A.6. The Contracting Agency shall collaborate with TennCare to obtain national accreditation for the workforce development training/curriculum program.

B. TERM OF AGREEMENT:

- B.1. This Agreement shall be effective on February 15, 2023 ("Effective Date"), and extend for a period of thirteen (13) months after the Effective Date ("Term"). The Procuring State Agency shall have no obligation for goods or services provided by the Contracting State Agency prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed Forty-Six Thousand Nine Hundred Forty Dollars (\$46,940.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency's 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 Contracting State Agency.
- C.2. Compensation Firm. The payment rates and the maximum liability of the Procuring State Agency under this Agreement are firm for the duration of the Agreement and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contracting State Agency shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by the Procuring State Agency in a total amount not to exceed the Agreement Maximum Liability established in section C.1.
- a. The Contracting State Agency's compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications or the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contracting State Agency shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
One-time set-up fee for hosting the training materials and video in the learning management system	\$ 18,000.00
Monthly hosting fee for video storage vendor (13-month project)	\$ 1,650.00 each for total of \$21,450
Accreditation fees and coordination for NADSP national accreditation	\$ 7,490.00

- C.4. Travel Compensation. The Contracting Agency shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contracting State Agency shall invoice the Procuring State Agency only for goods delivered and accepted by the Procuring State Agency or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contracting State Agency shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Anna Lea Cothron | System Transformation Director
 310 Great Circle Road
 Nashville, TN 37243
anna.l.cothron@tn.gov

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

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

b. Contracting State Agency invoices shall:

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.
- D.2. Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.
- D.3. Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise the option of terminating this Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by the Procuring State Agency in its sole discretion.
- D.4. Subject to Funds Availability. This Agreement 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 Procuring State Agency reserves the right to terminate this Agreement upon

written notice to the Contracting State Agency. Said termination shall not be deemed a breach of this Agreement by the Procuring State Agency. Upon receipt of the written notice, the Contracting State Agency shall cease all work associated with this Agreement. Should such an event occur, the Contracting State Agency shall be entitled to compensation for all satisfactory and goods delivered and accepted or authorized services completed as of the termination date. Upon such termination, the Contracting State Agency shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.5. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.

D.6. Communications and Contacts. All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:

Deputy Commissioner
Department of Finance and Administration
Division of TennCare
310 Great Circle Road
Nashville, Tennessee 37247-6501
Phone: (615) 507-6362
FAX: (615) 532-5236

The Contracting State Agency:

Chuck Lopez, Assistant Vice Chancellor
Tennessee Board of Regents
1 Bridgestone Park, Nashville, Tennessee 37214
Email: Chuck.Lopez@tbr.edu
Telephone # 615.366.3941

With copy to:

Jothany Blackwood, Vice Chancellor for Academic Affairs
Tennessee Board of Regents
1 Bridgestone Park Nashville, Tennessee 37214
Email: Jothany.blackwood@tbr.edu
Telephone # 615-365-1505

With copy to:

Contracts and Reporting
Tennessee Board of Regents
1 Bridgestone Park
Nashville, Tennessee 37214
Email: contracts.reporting@tbr.edu

D.7. Assignment and Subcontracting. The Contracting State Agency shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Procuring State Agency. Notwithstanding any use of approved subcontractors, the Contracting State Agency shall be the prime contractor and shall be responsible for all work performed. The Procuring State Agency reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Agreement in whole or in part of the use of subcontractors in fulfilling the Contracting State Agency's obligations under this Agreement.

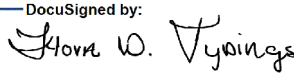
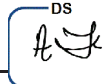
- D.8. Strict Performance. Failure by any party to this Agreement to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.9. State and Federal Compliance. Each party shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.
- D.10. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

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 Agreement, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions.
- E.2. Severability. If any terms and conditions of this Agreement 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 Agreement are declared severable.
- E.3. Authority. If other State or local agencies or offices perform services for TennCare, including the Contracting State Agency, these entities do not have the authority to change or disapprove any administrative decision of TennCare, or otherwise substitute their judgment for that of TennCare with respect to the application of policies, rules and regulations issued by TennCare.
- E.4. Employees Excluded from Medicare, Medicaid, or CHIP. The Contracting State Agency does hereby attest, certify, warrant, and assure that the Contracting State Agency shall not knowingly employ, in the performance of this Agreement, employees who have been excluded from participation in the Medicare, Medicaid, and/or CHIP programs pursuant to Sections 1128 of the Social Security Act.

IN WITNESS WHEREOF,

TENNESSEE BOARD OF REGENTS:

DocuSigned by:

 CC 15B44CDEEAC7429...  2023-01-27 | 4:33 PM CST
 DATE

Flora W. Tydings, Chancellor

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
 DIVISION OF TENNCARE:**

Handwritten signature of Jim Bryson in blue ink, followed by a forward slash and the number 38.

02/09/2023

JIM BRYSON, COMMISSONER

DATE



System Office Standard Agreement

TENNESSEE BOARD OF REGENTS

OBF-PURCH- 6/19/18

Date Logged	01/26/2023
TBR Contract Number	111513

Rush? no	
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Department	Academic Affairs
Contractor	STATE OF TENNESSEE DIVISION OF TENNCARE
Purpose	The Contracting Agency shall host the workforce development training/curriculum program and provide access to the use of the workforce development training/curriculum program with learners identified

The signatures below indicate the attached contract has been reviewed and is recommended for approval

STEP 1: DEPARTMENT APPROVALS		
Originator	DocuSigned by: <i>Anita Jansen</i>	2023-01-26 4:08 PM CST
Department Approval	DocuSigned by: <i>Charles D. Lopez</i>	2023-01-26 6:22 PM CST
STEP 2: TBR APPROVAL		
Contracts and Reporting	DocuSigned by: <i>Casey Corrigan</i>	2023-01-27 9:18 AM CST
PCPS	DocuSigned by: <i>Angela Gregory Flynn</i>	2023-01-27 3:33 PM CST
General Counsel	DocuSigned by: <i>Chloe T. Shafer</i>	2023-01-27 3:55 PM CST
Business Office	DocuSigned by: <i>Ryan Peters</i>	2023-01-27 4:15 PM CST
STEP 3: THE AGREEMENT WILL BE FORWARDED TO APPROPRIATE VICE CHANCELLOR FOR REVIEW AND APPROVAL.		

COMMENTS:

Jim Bryson, Commissioner

Email to Christy Freeman Christy.N.Freeman@tn.gov to obtain TennCare signature once signed by TBR.

TBR CONTRACT SUMMARY SHEET

Institution Contact Data

Name: Chuck Lopez	Email: Chuck.Lopez@tbr.edu	Phone No. 615-366-3941
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Vendor Contact Data

Vendor Address: 310 Great Circle Road Nashville, Tennessee 37247-6501	Contact Name: Christy Freeman
Contact Phone: 615-507-6362	Contact Email: Christy.N.Freeman@tn.gov
Vendor/Parent Company outside USA? yes or x no	If yes, list country:

Purpose of Contract:

The Contracting Agency shall host the workforce development training/curriculum program and provide access to the use of the workforce development training/curriculum program with learners identified

Contract Type: Special Industry Training Agreement

Contract Format (Check all that apply)

<input checked="" type="checkbox"/> TBR Standard Format	<input type="checkbox"/> Vendor Generated Contract reviewed by TBR Contracts
<input type="checkbox"/> Drafted by TBR/Not Standard Format	<input type="checkbox"/> Renewal or Modification of Existing Agreement

Contract Term

Start Date: 02/15/2023	End Date: 04/14/2024	Total Number of Renewals (if a renewal or change to an existing contract, please indicate renewals remaining): 0
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Contract Financial Information

Type: <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> No Cost	Payment Frequency: As Invoiced
Amount per Year: 32090.00	Amount w/all renewals: 46940.00
Funding Source: TBR Funds	If not solely funded by Institution or Department, provide detail:
If State funds, list FOAP to be charged (i.e. 110001-200230-74490-470): 225700-850200-xxxxx-450	

Other Pertinent Information

Lease: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Non-debarment Verification (www.sam.gov): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> no
Grant: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Non-debarment Verification Date: 01/26/2023
Procurement Method: Non-Competitive	Available for System- Wide Use: NO If Other, list eligible entities:
Ethnicity: (SA) State Agency	

Contract Monitoring

Contract requires monitoring? x yes or no	If yes, designated contract monitor (individual responsible for ensuring receipt of goods/services and liaison with the vendor): Chuck Lopez
If yes, monitoring frequency: annually	Monitor's email address: chuck.lopez@tbr.edu



Debarment Not Required State Agency