Tennessee College of Applied Technology Oneida/Huntsville

2024 Governor's Investment in Technical Education (GIVE 3.0)

Program Title: Focus on Industry Readiness for Student Training (FIRST)

Lead Entity Name: Tennessee College of Applied Technology Oneida/Huntsville

Fiscal Agent: Tennessee College of Applied Technology Oneida/Huntsville

IN PARTNERSHIP WITH:

Workforce/Economic Development Agencies:

Scott County Chamber/Industrial Board Morgan County Chamber/Economic Board Fentress County Chamber/Industrial Board American Job Center

Higher Education Institution:

Somerset Community College

LEA/School District Names:

Fentress County School System Morgan County School System Oneida Special School District Scott County School System York Institute

Employer Partners:

Brewster Builders
High Point Electric
Travis Vaughn Plumbing
Twin K Construction
Pave Grade & Aggregate, INC.
National Utility Construction Association
Tennessee Road Builders Association
Adams and Sons, INC
Knox Hydrovac
Hurst Excavating, LLC
Fentress County Nursing Home
Morgan County Nursing Home
Huntsville Manor
Oneida Nursing Home

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Funding requested: \$2,000.000

Dwight Murphy, President

Project Director

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Abstract/Project Summary

Focus on Industry Readiness for Student Training (FIRST)

The Tennessee College of Applied Technology Oneida/Huntsville is submitting a GIVE 3.0 Grant application in the amount of 2 million dollars. The funding will allow the college to open four (4) new programs which are In-Demand occupations in the 3 counties in the college's service area of Scott, Fentress and Morgan Counties. Two of the programs being proposed are Heavy Equipment Operator, Telecommunication and Underground Utility Construction. These full-time programs are the first of their type in the TBR System and are endorsed by some of the largest contractors in the region as well as the Tennessee Road Builders Association and National Utility Contractors Association. The GIVE 3.0 Grant will also allow us to expand our CDL training program to our Fentress County Campus. The Medical Assistant/Patient Care Technology program will enhance our already successful CNA program to include EKG, Phlebotomy and Medical Math. This program will be taught in the ARC Distressed County of Scott and ARC At-Risk Counties of Fentress and Morgan County. These 4 programs are offered are in the persistent poverty zip codes of Jamestown and Wartburg. You will find included MOUs with strong work-based learning commitments from some of the largest contractors and nursing home facilities in the region. These programs have been endorsed and have signed partnership agreements with all our secondary partners as well as the economic development/work force partners in our region. These 4 programs will provide training for some of the most In-Demand occupations in this region and in three of the most impoverished counties in Tennessee.

Section 1: Demonstration of Need

The Tennessee College of Applied Technology Oneida/Huntsville is requesting GIVE 3.0 Grant funding to offer training in four new programs which are all "In Demand" occupations in the college's service area of Scott, Fentress, and Morgan Counties. The college has used data from TNECD County Profile Tool, Jobs4TN, THEC Supply and Demand Report, and MIT Living Wage, as well as input from regional companies and local workforce/chambers of commerce in determining which programs to offer skills training for occupations which are both In Demand and provide living wages above the median incomes in our three county service areas. TCAT Oneida/Huntsville wishes to offer the following programs using GIVE 3.0 funding:

Telecommunication and Underground Utility Construction, SOC Code 49-2022, CIP

Code 46.0399

The Tennessee College of Applied Technology Oneida/Huntsville proposes using GIVE 3.0 Grant funding to open a Telecommunication and Underground Utility Construction program on our Fentress County campus. This full-time, 6-month training program will be the first of its type in the TBR system. It will provide both post-secondary and dual enrolled secondary students the skills necessary to operate equipment and tools needed for Broadband and other underground utilities installation such as trenchers, dozers and excavators. The program will allow students to train on the same equipment used in this industry. Students will finish the program with their CDL license, flagging, OSHA-10, forklift, and first aid/CPR

certifications. We selected this program using the following employment data and input from regional employers and workforce training partners:

- **Jobs4TN Upper Cumberland In Demand Occupation to 2026** Telecommunication Equipment Installer and Repair with 36 annual job openings; median salary of \$60,908.
- **Jobs4TN East Tennessee In Demand Occupation to 2026** Telecommunication Equipment Installer and Repair with 95 annual job openings; a 2018 median salary of \$46,451.
- THEC Academic Supply and Occupation Demand Report Telecommunication Equipment Installer and Repair as an "In Demand" Occupation in 5 of the state's regions with a statewide entry level wage of \$38,512.
- Median Income and MIT Living Wage:

TNECD County Profile
Fentress County - \$37,135
Fontress County - \$41,701
Morgan County - \$41,701
Scott County - \$40,203
MIT Living Wage Calculator
Fentress County - \$38,019
Morgan County - \$38,815
Scott County - \$37,884

(Note the County Profile and MIT Wage Calculator will be the same for all four programs being proposed in the GIVE 3.0 grant)

Data sources for TCAT Oneida/Huntsville's service area indicates that Telecommunication Underground Utility Construction is an "In Demand" occupation and the need will continue to have unmet skills needed for the next several years. This program exceeds the present average median income and MIT Living Wage for all three counties in TCAT Oneida/Huntsville's service area. The proposed Telecommunication Underground Utility Construction program has broad support from secondary partners who are interested in dual enrollment. Our three local Chambers of Commerce and the American Job Center have identified this training as a critical component which will help alleviate the unmet "In Demand" jobs available in the underground construction industry. The National Utility Contractors Association has identified this as a major training need and has committed to

assisting with the implementation of the program. Three of the largest underground construction companies have signed MOU's offering assistance and up to thirty paid work-based learning opportunities for both secondary and post-secondary students enrolled in the program. This 6-month program will be modeled like our highly successful Power Line Construction and Maintenance program and will provide the skills needed in the Telecommunication and Underground Utility Construction field. Graduates of this program will be able to articulate hours towards an associate degree at Somerset Community College. (See Attached MOUs in Appendix B)

Heavy Equipment Operator, SOC Code 47-2073, CIP Code 49.0202

The Tennessee College of Applied Technology Oneida/Huntsville will use GIVE3.0 Grant funds to open a Heavy Equipment Operations program. This will be 600 hours in length and will be the first full-time Heavy Equipment Operations training program in the TBR system. Students enrolled in this program will be trained by actual "hands on" use of heavy equipment such as dozers, excavators, skid steers, and truck driving. Students will graduate with the skills necessary to go to work using heavy equipment in construction companies such as road building, building site development and other projects which require large earth moving equipment. Program graduates will be trained to earn the CDL driver license, OSHA-10, Flagging, Forklift, and First Aid/CPR certifications. TCAT Oneida/Huntsville is proposing this program as a result of surveying and identifying a need from large construction companies as well as the Tennessee Road Builders Association. We have used the following statewide data in assessing the need for this program in the college's service area and statewide:

Jobs4TN.GOV Upper Cumberland In Demand Occupation to 2026

- o Excavating and Loading Machine Operators with 25 annual openings 2016-2026 at a median income of \$35,784.
- o Construction Equipment Operator with 25 annual openings 2016-2026 at a salary of \$35,784.
- Jobs4TN.GOV East Tennessee In Demand Occupation to 2026. 30 annual openings
 2016-2026 with median salary of \$38,236.
- THEC Academic Supply and Occupation Demand Report data indicates

 Construction Equipment Operators as an In Demand Occupation in all 9 of the state's regions. The statewide entry level wage is listed as \$32,275.
- Wages for this occupation exceed the <u>TNECD County Profile Median Income</u> and <u>MIT Living Wage Calculator Data</u> sited previous in data under Telecommunication and Underground Utility Construction.

TCAT Oneida/Huntsville has the support of the Economic Development Boards and Chambers of Commerce in Scott, Morgan, and Fentress Counties for the Heavy Equipment Operations program being proposed. You will find an MOU's identifying this as a training need with their commitment and assistance to assure this is a successful program. The Tennessee Road Builders Association has identified Heavy Equipment Operator training an "In Demand" occupation across Tennessee. They have committed to assisting in the development of the program and networking with their membership to assure TCAT Oneida/Huntsville training can help in alleviate the problem of not being able to hire skilled equipment operators. Two of the largest road builders and construction site developers in East Tennessee, Twin K Construction and Pave Grade & Aggregate, INC., have expressed

their need for trained equipment operators and signed MOUs committing to 25 work-based learning opportunities and hiring qualified graduates. All of our secondary partners have agreed to dual enroll juniors and seniors into the program. TCAT Oneida/Huntsville has very strong partnership agreements with the local secondary partners, heavy equipment construction companies, and local economic development companies in our three-county service area to assure the students trained in the Heavy Equipment Operations program have high-wage job opportunities. Graduates of this program will be able to articulate hours toward an associate degree at Somerset Community College. (See attached MOU's in Appendix B)

Heavy and Tractor Trailer Truck Driver, SOC Code 53-3032, CIP Code 49.0205

The Tennessee College Oneida/Huntsville will use GIVE 3.0 grant funding to open a new CDL Truck Driving Program in Fentress County. The college presently offers a very successful CDL training program at our Oneida campus. Our college is an approved third Party CDL Tester by the Tennessee Department of Safety. We are at capacity at our Oneida campus in the Truck Driving program. If we are successful in securing GIVE 3.0 grant funding for the Telecommunication and Underground Utility Construction program, and Heavy Equipment Operations, we will need to add this second CDL training program in Fentress County. All data sources show a huge unmet demand for CDL licensed truck drivers. We have reviewed data to determine the demand for a CDL Truck Driving program from the following data sources:

- Jobs4TN.gov Tennessee In Demand Occupation to 2026 Heavy and Tractor Trailer
 Truck Drivers with 7,615 annual openings 2016-2026 with a median salary of
 \$41,940.
- Jobs4TN.gov East Tennessee In Demand Occupation with 1,235 annual openings at a 2028 median salary of \$42,519.
- THEC Academic Supply for Occupational Demand Report Heavy and Tractor
 Trailer Truck Drivers in In Demand statewide and in all 9 regions of the state. The
 statewide entry-level wage is \$34,338.
- TNECD County Profile Median Income and MIT Living Wage Calculator Data is sited under Telecommunication and Underground Utility Construction.

This program exceeds the median income and the **MIT Living Wage Calculator** for the service area.

Medical Assistant/Patient Care Technology, SOC Code 31-9092, CIP Code 51.3902

The Tennessee College of Applied Technology Oneida/Huntsville will offer a Medical Assistant/Patient Care Technology program at our Oneida campus and our Morgan County Institutional Service Center with GIVE 3.0 funding. This will be a 6-month program which includes CNA, Phlebotomy, EKG, and Medical Math included in the curriculum. Students will have the opportunity to obtain the CNA licensure, nationally-recognized Phlebotomy licensure, EKG, and First Aid/CPR certifications. Hours earned in the program can articulate to our Practical Nursing program. We will dual enroll students in this program from all of our secondary partners. The college has clinical agreements with Huntsville Manor, Oneida Nursing Home, Fentress County Nursing Home, and Morgan County

Nursing Home where our students get work based "hands on" opportunities in the field (see clinical agreements in Appendix B). **THEC Academic Supply and Demand Report** list Medical Assistant/Patient Care as an In Demand occupation in all nine regions in the state with an entry level salary of \$28,169. Our survey with local health providers indicates a huge unmet labor need for Medical Assistant/Patient Care Technology.

Section 2: Program Plan

This GIVE 3.0 grant proposal seeks funding to offer four (4) new "In-Demand" programs in the TCAT Oneida/Huntsville service area of Scott, Morgan and Fentress Counties. These four programs have been identified using recognized state data sources of the **THEC** Academic Supply and Occupational Demand Report, Jobs4TN, TNECD County Profile **Tool.** and **MIT Living Wage Calculator**. We have surveyed local industries and healthcare providers, and all have indicated difficulty in filling the positions in their businesses. Included are MOUs from statewide organizations: Tennessee Builders Association (TBA) and National Utility Contractors Association (NUCA), regional construction companies, and healthcare providers. Included are signed MOUs in each of the programs being requested with commitments to offer work-based learning or clinical opportunities. Each partner has agreed to have a representative on the GIVE 3.0 Steering Committee. All four programs requested will provide dual enrollment opportunities for juniors and seniors in partnering high schools. TCAT Oneida/Huntsville will be the first TBR institution to offer a full-time training program in the "In-Demand" fields of Telecommunications and Underground Utility and Heavy Equipment Operations. CDL training is in high-demand across the state and both of the new programs listed above will require a CDL license to

graduate. None of the TCATs in our surrounding service areas offers Medical Assistant/Patient Care Technology which is an "In-Demand" occupation across Tennessee. Local Chambers of Commerce and Economic Development agencies in Scott, Morgan and Fentress counties have assisted in developing this grant proposal by identifying companies having needs and committing to assisting TCAT Oneida/Huntsville with networking with their members in assisting in placing our program graduates by having job fairs. GIVE 3.0 contains a strong Work-Based Learning program component. You will find attached signed MOUs with the National Utility Contractor Association, Tennessee Road Builders, regional construction companies, and healthcare providers agreeing to assist with curriculum development, equipment specs, and placement of students graduating in four the GIVE 3.0 funded programs. Students in all five of our secondary partner high schools will have the opportunity to dual enroll in these four GIVE 3.0 funded programs. They will then articulate high school hours they earn to TCAT Oneida/Huntsville post-secondary program. TCAT Oneida/Huntsville is working with Somerset Community College in creating an articulation agreement for students enrolled in Heavy Equipment Operations and Telecommunication and Underground Utility Construction to articulate hours towards an associate degree.

GIVE 3.0 Advisory Board Governing

Dr. Dan Shoemaker – CTE Director Morgan County Schools
Sam Brown – CTE Director York Institute
Karen Little – CTE Director Fentress County School
Keith Shannon - CTE Director Scott County Schools
Dr. Nancy Williams – Chairman Oneida School Board
Kaleb Howard – Twin K Construction
Joe Potter – Pave Grade and Aggregate, INC
Wade Sexton – National Utility Contractors Association
Travis Smith - Tennessee Road Builders Association

John Norris – Huntsville Manor

Jessica Shepard – Oneida Nursing Home

Jacob Rosenbaum – Fentress County Chamber/Economic Development Board

Stacey Swann – Scott County Chamber/Industrial Board

GIVE 3.0 Meeting Schedule

GIVE 3.0 Advisory Board meetings will be held Quarterly on the third Thursday by TEAMS or in person during the duration of the GIVE 3.0 grant.

Grant Timeline

Quarter	1 st Year 2024	2 nd Year 2025	3 rd Year 2026	4 th Year 2027	4 th Year 2028
July- September	Give 3.0 Grant Approved Submit GIVE 3.0 funded programs to TBR for approval Form GIVE 3.0 Advisory Board Submit GIVE 3.0 Grant funded programs to COE for approval Develop Equipment list to be purchased with GIVE 3.0 funds Develop and finalize curriculum for new programs Advertise and hire GIVE 3.0/WBL Coordinator	Enroll second class of post- secondary students for Telecommunicatio n and Underground Utility Construction, Heavy Equipment Operator and Medical Assistant/Patient Care Dual secondary students in all GIVE 3.0 programs Conduct a Summer Camp for 60 middle school students enrolled in Scott, Morgan, and Fentress Counties	All 6-month programs begin a new class CDL class starts and finishes All students obtain their nationally and state recognized certificates Summer camp for 60 middle school students enrolled in Scott, Morgan, and Fentress counties	Enroll new students in all GIVE 3.0 funded programs Hold summer camp for 60 middle school students enrolled in Scott, Fentress, and Morgan County Dual enroll new secondary students Students obtain nationally recognized certificates CDL class completes	
October – December	Advertise and accept bids on GIVE 3.0 funded equipment Advertise and hire instructors for the GIVE 3.0 funded programs Advertise programs and allow potential students to register Have GIVE 3.0 Advisory meeting to review curriculum and equipment	Have GIVE 3.0 Advisory Board meeting Have students participate in WBL activities Have 40 students obtain national certifications Graduate 45 students in 6- month program funded by GIVE 3.0	Students start WBL opportunities and clinicals in all programs Student complete 6-month program and graduate with 50 graduates Student evaluation instructor and program CDL class starts and completes with 5 students	Students start WBL opportunities GIVE 3.0 Advisory Board meeting Students complete and graduate the 6 month GIVE 3.0 funded programs CDL class completes Students evaluate instructors and GIVE 3.0 funded programs	
January – March		Advertise and accept bids on GIVE 3.0 funded equipment	Enroll new post- secondary students in all programs	Students start WBL opportunities and clinicals	Post-secondary students enroll to GIVE 3.0 funded programs

	Advertise and hire instructors for the GIVE 3.0 funded programs Advertise programs and allow potential students to register Have GIVE 3.0 Advisory meeting to review curriculum and equipment Begin programs with post-secondary students Dual enroll high school students in new programs Complete first CDL class of 5 students Offer OSHA 10, CPR/First Aid, and forklift certification for students enrolled in the GIVE 3.0 funded program to 45	Enroll new secondary students in all programs All students obtain national and state recognized certifications CDL class starts and finishes with 5 students	Students graduate from 6-month programs with 50 graduates CDL class completes another class	New secondary students enroll in GIVE 3.0 funded programs Students obtain nationally and State recognized certifications
April – June	Have GIVE 3.0 Advisory Meeting Conduct student evaluations of programs and instructors GIVE 3.0/WBL Coordinator meets with grant partners to establish and start WBL opportunities for students Complete first post-secondary class for Telecommunicatio n and Underground Construction, Medical Assistant/Patient Care, and Heavy Equipment Operator students with 50 graduates Complete CDL class with 5 graduates	Students participate in WBL opportunities and clinicals in all programs Students graduate all 6-month GIVE 3.0 funded program with 50 students CDL class starts and finishes with 5 students Student evaluations of Instructor and program GIVE 3.0 Advisory Board meeting	Students start WBL opportunities and clinicals Students graduate from 6-month programs with 50 graduates CDL class completes another class	Close out grant

SECTION 3: Strength of Partnerships

The GIVE 3.0 grant submitted by the Tennessee College of Applied Technology

Oneida/Huntsville will be the fiscal agent and primary partner for all grant activities. The

GIVE 3.0 grant creates a collaborative with the following partners:

Workforce Development Partners

- 1. Scott County Chamber/Industrial Board
- 2. Morgan County Chamber/Economic Board
- 3. Fentress County Chamber/Industrial Board
- 4. American Job Center.

You will find signed MOUs (See Appendix B) with these workforce and economic development agents outlining their partnership in the GIVE 3.0 Grant activities which include identifying training needs in their region, assisting the college in networking with their membership to create job opportunities, and providing a representative to serve on the GIVE 3.0 Advisory Board.

Program Assistance and Work-Based Learning Partners:

You will find attached MOUs (See Appendix B) with the following companies:

Pave Grade & Aggregate, INC Adams and Sons, INC Fentress County Nursing Home
Hurst Excavating, LLC Knox Hydrovac Morgan County Nursing Home
Twin K Construction Brewster Builders Huntsville Manor
Travis Vaughn Plumbing High Point Electric Oneida Nursing Home

These regional employers all agree to provide work-based learning or clinical opportunities assist in developing program curriculum, help identify equipment to be purchased by the grant to assure it is compatible with what is being used in their industry or health care facility, have a representative serve on the GIVE 3.0 Advisory Board and hire GIVE 3.0 program graduates.

Proposed Dual Enrollment Partners

Oneida Special School System Morgan County School System Alvin C. York Institute Scott County School System Fentress County School System

You will find attached a signed MOUs (See Appendix B) with these school systems agreeing to dual enroll their secondary students. TCAT Oneida/Huntsville presently has very strong dual enrollment partnerships with all of the secondary partners. They are excited about the four new programs that are proposed in the GIVE 3.0 grant and are committed to not only dual enroll their juniors and seniors but also serve on our GIVE 3.0 Advisory Board. Dual enrolled students will follow the same rigorous curriculum as post-secondary students and will be given opportunities to participate in work-based learning activities. Our post-secondary partner Somerset Community College agrees to work on developing an articulation partnership for students enrolled in Telecommunication and Underground Utility Construction and Heavy Equipment Operations Technology towards an associate degree.

SECTION 4: Budget Plan

The budget will allow TCAT Oneida/Huntsville to hire a full-time GIVE 3.0/Work-Based Learning Coordinator. This person will network with all of our industries and healthcare partners to establish the MOUs and monitor the students who are in work-based learning opportunities. He/she will facilitate dual enrollment for students in our secondary partnering high schools. He/she will work to assure program graduates are placed in high wage and high demand jobs in their field of study upon graduation.

We have budgeted two years' salary and benefits for instructors in all four of the GIVE 3.0 funded programs. This will allow these new faculty members to assist in purchasing the equipment, establishing the curriculum, and networking with industries and health care facilities. This also allows time to bring the program to capacity enrollment. The equipment being requested is exactly what is used in the industries we are training students for. The dozer, truck, skid steers, utility locator, trenchers, trailer, and excavator were selected with assistance from the partnering construction companies. Students graduating from these programs will immediately be able to go to work in the construction or truck driving industry. The program offers simulator training for secondary students and beginning post-secondary students. The post-secondary students will complete their training on dirt moving and utility installation equipment exactly like they will be using when they go to work in their field. (See Budget, Budget Details, and Enrollment Projects in Appendix A).

SECTION 5: Sustainability

Equipment Up Keep

The GIVE 3.0 grant will be used to purchase heavy diesel equipment such as a dozer, skid steers, excavator, and trencher. This equipment will be serviced and maintained by our Diesel-Powered Equipment students. Equipment will be housed in sheds constructed by our Building Construction Technology students using surplus poles from our Power Line Construction and Maintenance program. All equipment purchased will be new and will have extended warranties.

Special Academic fees will assist with sustaining the cost of the program. Heavy Equipment Operations and Telecommunication and Underground Utility Construction programs will have a special academic fee above program tuition of \$950 per/student/ trimester. This additional fee helps sustain the Power Line Construction and Maintenance program we presently have. If these two programs each train a minimum of forty students a year the special academic fee will generate an additional \$72,000 for each program or a total estimated \$154,00 per year above tuition. Having the only two programs of this type in the TBR System we expect to have capacity enrollment and a waiting list just as the Power Line Construction and Maintenance program does. The CDL portion of the GIVE 3.0 grant will provide CDL licensure for all students going through Telecommunication and Underground Utility Construction and Heavy Equipment Operations. The college will also offer special industrial training opportunities for regional companies. The CDL training program has a special academic fee of \$300 per student above the tuition. We anticipate generating \$24,000 additional revenue from these special academic fees to assist in sustaining the programs. All of the programs will dual enroll students at the high school campus where we have simulators. We project a minimum of forty new dual enrollment each trimester as a result of these new programs. This will generate up to \$60,000 annually. The college has commitments from the regional companies that use heavy equipment and new CDL drivers to contract with Tennessee College of Applied Technology Oneida/Huntsville for short-term special industry classes and paid apprenticeship programs. We estimate generating up to \$30,000 revenue per year providing training for these partners. The programs being offered with GIVE 3.0 grant funding are "In Demand"

occupations with limited training sources. All of our surveys indicate we should expect full enrollment. The tuitions from programs with full-time enrollment will help assure the programs are sustained past the grant period.

Section 6: Optional Criteria

High Demand Programs

In determining the programs TCAT Oneida/Huntsville should offer using GIVE 3.0 grant funds the college used the following:

- 1. THEC Academic Supply and Occupational Demand Report
- 2. Jobs4TN
- 3. TNECD County Profiles for Scott, Fentress, and Morgan Counties
- 4. MIT Living Wage Calculator
- 5. Local economic development agencies and chamber data
- 6. Surveying local employers
- 7. Secondary Partners

All four programs proposed in the Give 3.0 grant are In Demand programs (see section 1)

County Economic Status – Using Appalachia Region Commission Data (See Appendix C)

Scott County – ARC **Distressed**, Morgan and Fentress Counties – ARC **at Risk**

Census Tracts in Persist at Poverty

Heavy Equipment, Telecommunication and Underground Utility Construction Technology, and Medical Assistant/Patient Care Technology will be offered at our Instructional Service Center in Wartburg, zip code 37887, and in Jamestown, zip code 38556. Wartburg and Jamestown are included on **Census Tract in Persistent Poverty.** (See Appendix C).

Appendix A

- (1) Budget
- (2) Budget Detail
- (3) Enrollment Projections

APPENDIX B- Budget

GRANT BUDGET

GIVE Program Competitive Grant

The grant budget line-item amounts below shall be applicable only to expenses incurred during the following

Applicable Period: BEGIN: August 1, 2024 END: July 31, 2028

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	897,000.00	0.00	897,000.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	25,200.00	0.00	25,200.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance to Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	1,077,800.00	0.00	1,077,800.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	2,000,000.00	0.00	2,000,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Sub recipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/act/documents/policy3.pdf).

² Applicable detail follows this page if line-item is funded.

Budget Details

Salaries & Benefits

	GIVE 3.0/Work Base Learning Coordinator	
	Salary \$65,000 x 3	\$195,000
	Benefits \$18,000 x 3	\$54,000
	Truck Driving Instructor	4400 000
	Salary \$60,000 x 2	\$120,000
	Benefits \$18,000 x 2	\$36,000
	Heavy Equipment Operator Instructor	4400 000
	Salary \$60,000 x 2	\$120,000
	Benefit \$18,000 x 2	\$36,000
	Telecommunication and Underground Utility Inst	
	Salary \$60,000 x 2	\$120,000
	Benefit \$18,000 x 2	\$36,000
	Medical Assistant/Patient Care 2 Adjunct Instruc	
	Salary \$60,000 x 2	\$120,000
	Benefit \$10,000 x 2	\$20,000
	Summer Academy Instructor	.
	Salary \$15,000 x 2 years	\$30,000
	Supplies \$5,000 x 2 years	\$10,000
Equip		
	CDL Training	
	New Crew Cab Truck	\$125,000
	Trailer to move equipment	\$30,000
	Supplies	\$5,000
	Heavy Equipment Operator	
	D-3 Dozer	\$190,000
	315 Cat Excavator	\$214,000
	2023 Cat Skid Steer	\$70,000
	2 Cat Simulators	\$170,000
	(for secondary programs \$85,000 each)	
	Supplies	\$5,000
	Telecommunication and Underground Utility Cor	struction
	Small Trencher/ Plow Combo	\$15,000
	Excavator	\$100,000
	Skid Steer	\$100,000
	Hand Tools	\$5,000
	1 Hope Fusion Equipment 4' and smaller	\$20,000
	3 Quick/saw @ \$3,600	\$10,500
	1 Pipe Laser	\$5,000

\$5,000 2 Site Level @2,500 \$5,500 1 Utility Locator Supplies \$15,200 Medical Assistant/Patient Care 2-12 Channel resting ECG with interpretation \$7,800 \$3900 x 2 Phlebotomy Training Arms \$1000 x 4 \$4,000 **EKG Cart** \$1,000 \$500 x 2 \$2,000,000 TOTAL:

Projected Enrollment Data

	Year 1	Year 2	Year 3	Year 4
Telecommunication and Underground Utility Construction	15 post-secondary 15 secondary	40 post-secondary 30 secondary	40 post-secondary 30 secondary	40 post-secondary 30 secondary
Heavy Equipment Operator	15 post-secondary 15 secondary	40 post-secondary 40 secondary	40 post-secondary 50 secondary	40 post-secondary 50 secondary
Truck Driving	20 post-secondary 20 post-secondary 20 post-secondary (These numbers do not include students enrolled in Telecommunication or Heavy Equipment)			
Medical Assistant/ Patient Care	15 post-secondary 20 secondary	40 post-secondary 40 secondary	40 post-secondary 40 secondary	40 post-secondary 40 secondary
Summer Academy		60 middle schoolers	60 middle schoolers	

Appendix B

Memorandum of Understanding for Program Assistance and Work-Based Learning Opportunities

- (1) Telecommunication and Underground Utility Construction and Truck Driving
 - (a) National Utility Contractors Association (NUCA)
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 - (c) Knox Hydrovac 10 WBL Commitments
 - (d) Adams and Sons Inc. 10 WBL Commitments
- (2) Heavy Equipment Operator and Truck Driving
 - (a) Tennessee Road Builders Association
 - (b) Pave Grade & Aggregate Inc. 10 WBL Commitments
 - (c) Twin K Construction 15 WBL Commitments
 - (d) Brewster Builders, High Point Electric, Travis Vaughn Plumbing
- (3) Medical Assistant/Patient Care Clinical Agreements
 - (a) Life Care Center of Morgan County
 - (b) Signature Health Care of Fentress County
 - (c) Oneida Nursing Care of Rehab Center
 - (d) Huntsville Post-Acute and Rehabilitation Center
- (4) Chamber of Commerce/Economic Development Board
 - (a) Scott County Chamber/Industrial Board
 - (b) Morgan County Chamber/Economic Board
 - (c) Fentress County Chamber/Industrial Board
 - (d) American Job Center
- (5) Secondary Partners
 - (a) Scott County School System
 - (b) Fentress County School System
 - (c) Morgan County School System
 - (d) York Institute
 - (e) Oneida Special School District

Memorandum of Understanding Between National Utility Contractors Association (NUCA) East Tennessee Chapter and

Tennessee College of Applied Technology Oneida/Huntsville TN GIVE 3.0 Grant: Agreement: Statement of Need and Partnership

The National Utility Contractors Association (NUCA) East Tennessee Chapter supports the GIVE 3.0 Grant being submitted by the Tennessee College of Applied Technology Oneida/Huntsville, which will fund a Telecommunication and Underground Utility Construction training program. NUCA membership consists of over 78 of the largest utility construction companies in the East Tennessee division of Tennessee. Our members struggle to identify and hire skilled employees for underground construction projects. There is a significant unmet demand across the entire eastern portion of Tennessee for trained equipment operators. No TBR colleges offer the type of skilled training that is desperately needed. We support the proposed program that TCAT Oneida/Huntsville is developing. Our organization would state the following:

- a) There is a large unmet demand across Tennessee for skilled underground utility installation and repair. There are many unfilled job openings in Tennessee, and skilled trained in this program should have no problem finding jobs.
- b) Our organization commits to partnering with TCAT Oneida/Huntsville to address the need for trained underground utility construction workers.
- c) NUCA commits to assisting TCAT Oneida/Huntsville in developing the curriculum for the Telecommunication and Underground Utility Construction program to ensure that students graduate with the necessary skills.
- d) Our organization will assist TCAT Oneida/Huntsville with selecting the equipment which assures students are training on equipment compatible with what is used in the industry.
- e) Our organization will assist TCAT Oneida/Huntsville network with our member companies to develop apprenticeships, work-based learning, and placement opportunities.
- f) One of our representatives will serve on the TCAT Oneida/Huntsville GIVE 3.0 Advisory Board to monitor progress and assist during the grant's term.
- g) Our organization will provide scholarship opportunities for students enrolled in the Telecommunications and Underground Utility Construction program.

The program being proposed in the GIVE 3.0 Grant will help fill a critical unmet labor need in Underground Construction across Tennessee.

Wendi Mullins
Executive Director

NUCA East TN

Dwight Murphy, President

Tennessee College of Applied Technology Oneida/Huntsville

Memorandum of Understanding Between Hurst Excavating, LLC and Tennessee College of Applied Technology Oneida/Huntsville TN GIVE 3.0 Grant: Work Base Learning (WBL) Opportunities in Telecommunications and Underground Utility Construction Program

This document attests Hurst Excavating, LLC support of Tennessee College of Applied Technology Oneida/Huntsville proposal. Upon awarding of the GIVE 3.0 Grant funds associated with the proposal and TBR program approval, Hurst Excavating, LLC agrees to the following:

- Offer a work-based learning (WBL) experiences for Tennessee College of Applied Technology Oneida/Huntsville students associated with this grant. The terms of the WBL agreement are as follows:
 - a) Hurst Excavating, LLC agrees to offer at least 10 paid work-based learning experiences for TCAT Oneida/Huntsville students over the 48 month period
 - b) The WBL will be at least for 90 hours
 - c) It will be a paid work experience with a suggested starting hourly pay of at least \$__15
 - d) Students will work for a minimum of 20 hours a week with at least one full day (e.g., 8 hours)
 - e) Employed students will have an assigned supervisor with professional and/or academic training that aligns with WBL that will evaluate the student at regular intervals
 - f) Practice and demonstrate proficiency of knowledge and skills that typically performed by a permanent professional in field, demonstrate ability to solve real work problems in a typical work setting, and participate in professional development or opportunities to build on these skills
 - g) Will allow scheduled site visits of the WBL Coordinator to evaluate student in working setting
- 2. A representative designated by Hurst Excavating, LLC could serve on the Community Based Advisor for this grant.

There is a huge demand for trained Telecommunications and Underground Utility Construction throughout this region and nationally. Hurst Excavating, LLC agrees to consider TCAT Oneida/Huntsville graduates for employment opportunities.

There are no TBR Colleges presently offering a program which offers the skills training for Telecommunications and Underground Utility Construction that is being proposed by TCAT Oneida/Huntsville.

Both Hurst Excavating, LLC and Tennessee College of Applied Technology Oneida/Huntsville shall comply with all applicable State and Federal laws and regulations.

This Agreement shall be effective for the period commencing on September 2024 and ending on June 2028. This agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days before effective date of termination.

IN WITNESS WHEREOF: David Hurst for Hurst Excavating, LLC

0	Dunt	4.9.	24
		Date	

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY ONEIDA/HUNTSVILLE

Dwight Murphy, President

Date

Memorandum of Understanding Between Knox Hydrovac and Tennessee College of Applied Technology Oneida/Huntsville TN GIVE 3.0 Grant: Work Base Learning (WBL) Opportunities in Telecommunications and Underground Utility Construction Program

This document attests Knox Hydrovac	support of Tennessee College of Applied Technology
Oneida/Huntsville proposal. Upon awarding	of the GIVE 3.0 Grant funds associated with the
proposal and TBR program approval Knox Hy	ydrovac agrees to the following:
1 Offer a work based learning (MPI)	vneriences for Tennessee College of Applied

- Offer a work-based learning (WBL) experiences for Tennessee College of Applied
 Technology Oneida/Huntsville students associated with this grant. The terms of the WBL
 agreement are as follows:
 - a) Knox Hydrovac agrees to offer at least 10 paid work-based learning experiences for TCAT Oneida/Huntsville students over the 48 month period
 - b) The WBL will be at least for 90 hours
 - c) It will be a paid work experience with a suggested starting hourly pay of at least \$__15.00______
 - d) Students will work for a minimum of 20 hours a week with at least one full day (e.g., 8 hours)
 - e) Employed students will have an assigned supervisor with professional and/or academic training that aligns with WBL that will evaluate the student at regular intervals
 - f) Practice and demonstrate proficiency of knowledge and skills that typically performed by a permanent professional in field, demonstrate ability to solve real work problems in a typical work setting, and participate in professional development or opportunities to build on these skills
 - g) Will allow scheduled site visits of the WBL Coordinator to evaluate student in working setting
- 2. A representative designated by Knox Hydrovac could serve on the Community Based Advisor for this grant.

There is a huge demand for trained Telecommunications and Underground Utility Construction throughout this region and nationally. <u>Knox Hydrovac</u> agrees to consider TCAT Oneida/Huntsville graduates for employment opportunities.

There are no TBR Colleges presently offering a program which offers the skills training for Telecommunications and Underground Utility Construction that is being proposed by TCAT Oneida/Huntsville.

Both Knox Hydrovac and Tennessee College of Applied Technology Oneida/Huntsville shall comply with all applicable State and Federal laws and regulations.

This Agreement shall be effective for the period commencing on September 2024 and ending on June 2028. This agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days before effective date of termination.

IN WITNESS WHEREOF:

Day Wade I	04-10-2024	
	Date	
TENNESSEE COLLEGE OF APPLIED TEC	CHNOLOGY ONEIDA/HUNTSVILLE	

4,10-24

Memorandum of Understanding Between Adams and Sons, inc and Tennessee College of Applied Technology Oneida/Huntsville TN GIVE 3.0 Grant: Work Base Learning (WBL) Opportunities in Telecommunications and Underground Utility Construction Program

Applied Technolog	tests <u>Adams and Sons, Inc.</u> support of Tennessee College of gy Oneida/Huntsville proposal. Upon awarding of the GIVE 3.0 Grant funds ne proposal and TBR program approval <u>Adams and Sons, Inc.</u>
	the following:
Technolog	rk-based learning (WBL) experiences for Tennessee College of Applied y Oneida/Huntsville students associated with this grant. The terms of the WBL t are as follows:
а)	Adams and Sons, Inc. agrees to offer at least 10 paid work-based learning experiences for TCAT Oneida/Huntsville students over the 48 month period
b)	The WBL will be at least for 90 hours
c)	It will be a paid work experience with a suggested starting hourly pay of at least \$ 15.00
d)	Students will work for a minimum of 20 hours a week with at least one full day (e.g.,8 hours)
е)	Employed students will have an assigned supervisor with professional and/or academic training that aligns with WBL that will evaluate the student at regular intervals
f)	Practice and demonstrate proficiency of knowledge and skills that typically performed by a permanent professional in field, demonstrate ability to solve real work problems in a typical work setting, and participate in professional development or opportunities to build on these skills
g)	Will allow scheduled site visits of the WBL Coordinator to evaluate student in working setting
•	ntative designated by <u>Adams and Sons, Inc.</u> could serve on unity Based Advisor for this grant.
•	mand for trained Telecommunications and Underground Utility Construction gion and nationally. <u>Adams and Sons, Inc.</u> agrees to
•	eida/Huntsville graduates for employment opportunities.
	Colleges presently offering a program which offers the skills training for one and Underground Utility Construction that is being proposed by TCAT a.
	ams and Sons, Inc and Tennessee College of Applied Technology
Oneida/Huntsville	shall comply with all applicable State and Federal laws and regulations.

This Agreement shall be effective for the period commencing on September 2024 and ending on June 2028. This agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days before effective date of termination.

IN WITNESS WHEREOF:

4-10-24

4-10-24

Date

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY ONEIDA/HUNTSVILLE

Dwight Murphy, President

Date

Memorandum of Understanding Between Tennessee Road Builders Association and

Tennessee College of Applied Technology Oneida/Huntsville TN GIVE 3.0 Grant: Agreement: Statement of Need and Partnership

The Tennessee Road Builders Association supports the GIVE 3.0 Grant being submitted by the Tennessee College of Applied Technology Oneida/Huntsville which will fund a Heavy Equipment Operator training program. Tennessee Road Builders Association membership consists of over 330 of the largest construction companies in Tennessee. Most all our members are having a difficult time hiring skilled employees for road and bridge construction projects that use heavy equipment such as a dozer and/or excavators. There is a huge unmet demand across the entire state of Tennessee for trained heavy equipment operators. There are no TBR colleges offering the comprehensive skilled training which is needed and that TCAT Oneida/Huntsville is proposing. Our organization would attest to the following:

- a) There is a very large unmet demand across Tennessee for skilled heavy equipment operators. There are many unfilled job openings in Tennessee and students trained in this program should have no problem finding jobs.
- Our organization commits to entering into a partnership with TCAT Oneida/Huntsville to help address this huge unmet skilled labor need for trained heavy equipment operator workers.
- c) Tennessee Road Builders Association commits to assist TCAT Oneida/Huntsville in the development of the curriculum for the Heavy Equipment Operators program to assure students graduate with the skills needed.
- d) Our organization will assist TCAT Oneida/Huntsville with selecting the equipment which assures students are training on equipment compatible to what is used in the industry.
- e) Our organization will assist TCAT Oneida/Huntsville in networking with our member companies to develop apprenticeships, work base learning, and placement opportunities for students enrolled in this program.
- f) One of our representatives will serve on the TCAT Oneida/Huntsville GIVE 3.0 Advisory Board to monitor progress and assist during the term of the Grant.
- g) Our organization may provide scholarship opportunities for students enrolled in the Heavy Equipment Operator program.

The program being proposed in the GIVE 3.0 Grant will help fill a critical unmet labor need for Heavy Equipment Operators across Tennessee.

Kerlt D Starwalt

Executive Vice President

Tennessee Road Builders Association

Dwight Murphy, President

Tennessee College of Applied Technology Oneida/Huntsville

Memorandum of Understanding Between Pave Grade & Aggregate, INC. and Tennessee College of Applied Technology Oneida/Huntsville TN GIVE 3.0 Grant: Work Base Learning (WBL) Opportunities in Heavy Equipment Operation Program

This document attests Pave Grade & Aggregate, INC's support of Tennessee College of Applied Technology Oneida/Huntsville proposal. Upon awarding of the GIVE 3.0 Grant funds associated with the proposal and TBR program approval Pave Grade & Aggregate, INC agrees to the following:

- Offer a work-based learning (WBL) experiences for Tennessee College of Applied
 Technology Oneida/Huntsville students associated with this grant. The terms of the WBL
 agreement are as follows:
 - a) Pave Grade & Aggregate, INC agrees to offer at least <u>10 paid work-based</u>
 <u>learning experiences</u> for TCAT Oneida/Huntsville students over the 48 month period
 - b) The WBL will be at least for 90 hours
 - c) It will be a paid work experience with a suggested starting hourly pay of at least \$12.50
 - d) Students will work for a minimum of 20 hours a week with at least one full day (e.g.,8 hours)
 - e) Employed students will have an assigned supervisor with professional and/or academic training that aligns with WBL that will evaluate the student at regular intervals
 - f) Practice and demonstrate proficiency of knowledge and skills that typically performed by a permanent professional in field, demonstrate ability to solve real work problems in a typical work setting, and participate in professional development or opportunities to build on these skills
 - g) Will allow scheduled site visits of the WBL Coordinator to evaluate student in working setting
- 2. A representative designated by Pave Grade & Aggregate, INC could serve on the Community Based Advisor for this grant.

There is a huge demand for trained heavy equipment operators throughout this region and nationally. Pave Grade & Aggregate, INC agrees to consider TCAT Oneida/Huntsville graduates for employment opportunities.

There are no TBR Colleges presently offering a program which offers the skills training for heavy equipment that is being proposed by TCAT Oneida/Huntsville.

Both Pave Grade & Aggregate, INC and Tennessee College of Applied Technology Oneida/Huntsville shall comply with all applicable State and Federal laws and regulations.

This Agreement shall be effective for the period commencing on September 2024 and ending on June 2028. This agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days before effective date of termination.

IN WITNESS WHEREOF:

Paye Grade & Aggregate, INC

Joe Potter

hoto

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY ONEIDA/HUNTSVILLE

Dwight Murphy, President

Date

Memorandum of Understanding Between Twin K Construction and Tennessee College of Applied Technology Oneida/Huntsville TN GIVE 3.0 Grant: Work Base Learning Opportunities in Heavy Equipment Operation Program

This document attests Twin K Construction support of Tennessee College of Applied Technology Oneida/Huntsville. Upon awarding of the GIVE 3.0 Grant funds associated with the proposal and TBR program approval Twin K Construction agrees to the following:

- Offer a work-based learning (WBL) experiences for Tennessee College of Applied
 Technology Oneida/Huntsville students associated with this grant. The WBL students will be
 hired through State of Tennessee Work Force Development (WFD) Specifically, the WBL will:
 - a. Twin K Construction agrees to offer at least 15 paid work-based learning experiences for TCAT Oneida/Huntsville over the 48 month period
 - b. Be at least for 180 hours
 - c. It will be a paid work experience with a suggested starting hourly pay of at least \$12.50
 - d. Students will work for a minimum of 20 hours a week with at least one full day (e.g., 8 hours)
 - Employed students will have an assigned supervisor with professional and/or academic training that aligns with WBL that will evaluate the student at regular intervals
 - f. Practice and demonstrate proficiency of knowledge and skills that typically performed by a permanent professional in field, demonstrate ability to solve real work problems in a typical work setting, and participate in professional development or opportunities to build on these skills
 - g. Will allow scheduled site visits of the WBL Coordinator to evaluate student in working setting
- 2. A representative designated by Twin K Construction could serve on the Community Based Advisor for this grant

There is a huge demand for trained heavy equipment operators throughout this region and nationally.

There are no TBR Colleges presently offering a program which offers the skills training for heavy equipment that is being proposed by TCAT Oneida/Huntsville.

Both Twin K Construction and Tennessee College of Applied Technology Oneida/Huntsville shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) and College policies and guidelines in the performance of this agreement.

This Agreement shall be effective for the period commencing on September 2024 and ending on June 2028. This agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days before effective date of termination.

IN WITNESS WHEREOF:

TWIN K CONSTRUCTION

Date

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY ONEIDA/HUNTSVILLE

Dwight Murphy, President

Date

Memorandum of Understanding Between Tennessee College of Applied Technology Oneida/Huntsville and Brewster Builders, High Point Electric Travis Vaughn Plumbing TN GIVE 3.0 Grant: Partnership Agreement

This document attests to our support and partnership for the GIVE 3.0 Grant proposal being submitted by the Tennessee College of Applied Technology Oneida/Huntsville. Our company commits to:

- Provide paid coop and Work Basic Learning opportunities for qualified TCAT Oneida/Huntsville program graduates.
- 2. Have a representative of our company serve as a GIVE 3.0 Grant advisory committee member.
- 3. Interview TCAT graduates when our company has job opportunities where the TCAT student is qualified.

There is a huge unmet demand for the type of plumbing, electrical, and heavy equipment operator training being proposed by TCAT Oneida/Huntsville in the GIVE 3.0 Grant being submitted.

Chevan Brewster

Brewster Builders

Jen Vaughn

High Point Electric

Travis Vaughn

Travis Vaughn Plumbing

Dwight Murphy, President

Tennessee College of Applied Technology Oneida/Huntsville

EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

This Educational Institution Affiliation Agreement ("Agreement") is by and between Tennessee College of Applied Technology Oneida/Huntsville ("Educational Institution") and Life Care Center of Morgan County ("Facility"), dated as of the 1st day of November, 2021 ("Effective Date").

RECITALS

- A. Educational Institution desires that certain of its students, and when appropriate, certain of its faculty members ("Faculty") be permitted to visit and utilize the premises of a long-term care nursing facility to afford such students and Faculty the opportunity to engage in practical learning and clinical experiences in gerontology and related disciplines;
- B. Facility, a skilled nursing facility licensed by the State of Tennessee, recognizes the need for expansion of the educational development of health professionals, and desires to make its premises available for such purposes;
- C. Educational Institution and Facility (collectively "parties") desire to affiliate for the purpose of improving care provided to Facility residents and providing practical learning and clinical experiences in gerontology and related disciplines for students and Faculty of Educational Institution.
- D. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

NOW THEREFORE, it is understood and agreed upon by the parties as follows:

1. Term. This Agreement shall be effective for the period beginning the Effective Date for a term of one (1) year and thereafter shall be renewed automatically for successive periods of one (1) year, unless otherwise terminated as provided herein. Notwithstanding the foregoing, this Agreement may be terminated by either party with or without cause by giving a thirty (30) day written notice to the other party of its intention to so terminate this Agreement.

In the event this Agreement is not renewed for a subsequent term or is otherwise terminated as contemplated herein, students of Educational Institution who are participating in the clinical learning experiences at Facility at the time of termination shall be allowed to complete such clinical learning experience at Facility for the then current school semester under the terms and conditions herein set forth.

2. Educational Institution agrees to:

- a. Plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior, and assign to Facility only those students who have satisfactorily completed the prerequisites of Educational Institution's program prior to clinical assignment.
- b. Provide or cause students to carry health insurance effective for the duration of the student's clinical assignment at Facility. If a student is injured or becomes ill while at Facility, he or she may seek medical care and treatment, but is personally responsible for the cost. Neither Facility nor Educational Institution provides accident or health insurance for students.



- c. Designate a member of Faculty to coordinate the program with a designated member of Facility's staff. This assignment shall include on-site visits when practical and the continuing exchange of information as requested by either party.
- d. Provide Facility with the names, TB test results, and other pertinent information about each student to be assigned to Facility at least four (4) weeks prior to the date on which a student's clinical assignment at Facility will begin.
- e. Provide Facility with advance notice of its intention to remove a student from any clinical assignment at Facility.
- f. Notify students of the requirement of criminal background checks of students by Facility prior to enrollment in the program. Students will be informed by Educational Institution that the check must be completed within the ninety (90) day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks. Recognizing that students enrolled in the clinical program at Educational Institution will potentially participate in multiple clinical placements at multiple facilities, Facility agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the Educational Institution's health care program and if the results of the background check are archived by the background check agency. Educational Institution shall inform students or Faculty excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.
- (i) All background checks and other assessments shall be performed in accordance with all applicable policies and procedures including, but not limited to, Social Security Number tracing for the purpose of obtaining a seven (7) year address and alias name history, address history, a county, state, and/or federal criminal background check(s), as required by state law or as otherwise required by Facility, a sex offender registry check, licensing and certification history and verification, which may include abuse registry searches, Fraud and Abuse Control Information System Sanctions Check ("FACIS III") or similar check, in which at a minimum will include both the Office of Inspector General's ("OIG") as well as the General Services Administration's System for Award Management ("SAM") website and database check, and may include fingerprint identification analysis and/or any other information generally protected by the Fair Credit Reporting Act ("FCRA") (if applicable), all *collectively* in accordance with all then-current applicable laws, rules, regulations, policies, and/or procedures. All students would need the base level package to include:
 - SSN Trace (provides alias and address history)
 - County Criminal searches (based on address history)
 - State Criminal Repository
 - National Sex Offender
 - Federal Criminal Record
 - Credential Verification (state nurse aide registry for seven (7) year address history)
 - FACIS III
 - DOJ Sex Offender Search
 - Locator Select
 - Enhanced Nationwide Criminal Search



- (ii) Educational Institution agrees that it will provide Facility with a completed Attestation Form, attached to and expressly incorporated into this Agreement as Exhibit A, as to represent and warrant that the requirements of this provision have been and will continue to be completed for each of Educational Institution's students and all such results and findings are in accordance with all applicable rules, regulations, and policies prior to any student providing any care and/or service(s) on behalf of Educational Institution to Facility or its residents at any and all applicable times in relation to and for the duration of this Agreement.
- g. Withdraw or dismiss a student from the placement at Facility should the Facility request such withdrawal or dismissal due to the student's professional practice experience and/or performance being unsatisfactory to Facility or if the student's behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said student's participation in the placement shall immediately cease; however, Educational Institution has ultimate control and discretion over any grades given to the students. While enrolled in clinical experience at Facility, students (and Faculty, if applicable), will be subject to applicable policies of Educational Institution and Facility. Students shall be dismissed from participation in the Educational Institution's program only after the appropriate disciplinary or academic policies and procedures of Educational Institution have been followed.
- h. Direct its students to comply with the administrative policies and procedures, standards and practices of Facility, including those governing the use and disclosure of individually identifiable health information under federal law pursuant to the Standards for Privacy of Individually Identifiable Health Information, ("Privacy Rule") implemented under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). Educational Institution will ensure that each student signs and delivers to Facility prior to the beginning of the clinical assignment a copy of the form "Confidentiality Understanding" (a sample of which is attached hereto as Exhibit B) and the form "Life Care Centers of America, Inc.'s Drug and Alcohol Policy", to be provided by Facility.
- i. Inform and educate its students regarding the possibility of potential exposure to contagious illness(es) as well as other infectious disease(s) (e.g., COVID-19, etc.) as a result of such student's participation under this Agreement. As an expressed acknowledgement of this requirement, Educational Institution shall confirm that each student signs and delivers to Facility a completed copy of the "Waiver and Release of Liability" form prior to such student beginning a clinical assignment in relation to Facility (a sample of which is attached hereto as Exhibit C).
- (i) In addition to the above subsection, Educational Institution shall notify each student assigned at Facility that Facility requires that the student be tested for COVID-19 prior to such student's first day of assignment at Facility and comply with all of Facility's requirements for additional testing for COVID-19 while assigned at Facility.
- (ii) Educational Institution further acknowledges and agrees that Facility may refuse to accept and/or cancel any student assignment under this Agreement in the event that student has not completed an initial COVID-19 test and/or any subsequent COVID-19 test(s) for such student per Facility's requirements as well as in accordance with all applicable laws, rules, and/or regulations, in Facility's sole discretion.



3. Facility agrees to:

- a. Designate a member of its staff to coordinate this program and function as clinical supervisor with Educational Institution's designated coordinator. Jointly, Facility and Educational Institution shall develop objectives, methods of instruction, and other details of the full clinical experience contemplated by this Agreement.
- b. Make available to assigned students appropriate equipment and supplies in order to provide supervised clinical educational experiences. Such accommodations shall include an environment conducive to the learning process that conforms to Facility's customary practices and procedures.
- c. Permit Educational Institution's students to perform services for Facility residents only when under the direct supervision of a registered, licensed or certified Facility care-giver licensed in the discipline in which supervision is to be provided. Subject to all other terms of this Agreement, Facility will take reasonable precautions to ensure that student's assignment at Facility will not include services to residents with contagious illnesses or infectious diseases (e.g., COVID-19, etc.) or tasks in a unit with such residents. Students shall work, perform assignments, participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by Facility. Should student test positive or develop any sign(s) or symptom(s) of a contagious illness(es) or infectious disease(s), Facility may halt and/or postpone an active clinical assignment, as deemed necessary by Facility.
- (i) Facility may, at Facility's discretion and cost, conduct subsequent COVID-19 testing of students after student's initial testing.
- d. Remind students that they remain subject to the authority, policies, and regulations imposed by Educational Institution. During periods of clinical assignment and while at Facility, students shall also be subject to all standards, rules, regulations, and administrative practices and policies of Facility.
- e. Maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
- f. Retain ultimate responsibility for the provision of all services provided to Facility residents.
- g. Maintain all applicable accreditation requirements and certify such compliance to Educational Institution or other entity as requested by Educational Institution. Facility shall also permit authorities responsible for accreditation of the Educational Institution's curriculum to inspect Facility's clinical facilities and services as necessary.
- h. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Facility shall provide Educational Institution with a thirty (30) day notice prior to any change in the coverage required herein.
- i. Facility may immediately remove any student from Facility who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Facility may request Educational Institution to withdraw or dismiss a student from the placement at Facility when his or her professional practice experience and/or performance is



unsatisfactory to Facility or his or her behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its patients.

- 4. <u>Non-Discrimination</u>. Neither party to this Agreement shall discriminate with respect to any aspect of this Agreement, on the basis of race, color, sex, age, religion, national origin, or handicap.
- 5. <u>Students</u>. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Facility or Educational Institution.
- 6. <u>Faculty and Staff</u>. Any courtesy appointments to Faculty or staff by either Educational Institution or Facility shall be without entitlement of the individual to compensation or benefits from the appointing party.
- 7. <u>Liability</u>. Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Educational Institution through The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against The State of Tennessee, including the Educational Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Educational Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.
- 8. <u>Confidential Information</u>. Educational Institution acknowledges and agrees that the systems, methods, procedures, written materials and controls employed by Facility in the performance of this Agreement (i) are confidential and proprietary in nature, (ii) shall always remain the property of Facility and (iii) shall not at any time in the future be disclosed to any third parties or utilized, distributed, or copied or otherwise used by Educational Institution or its Faculty, employees, agents or students in any manner whatsoever without the express written consent of Facility. Upon termination of this Agreement, Educational Institution shall promptly deliver to Facility all Confidential Information in the possession of Educational Institution or its employees, agents, students or volunteers.
- 9. <u>FERPA</u>. Information about the Educational Institution's students can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g) ("FERPA"). The parties agree to protect these records in accordance with FERPA and all applicable policies and procedures. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other party so that each can perform its respective responsibilities under this Agreement.
- 10. <u>Notices</u>. Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery or by certified mail postage prepaid, to the other party at the address set forth below:

If to Facility:

Life Care Center of Morgan County Attn: Executive Director 419 S Kingston Street Wartburg, TN 37887 If to Educational Institution:

Tennessee College of Applied Technology Oneida/Huntsville 355 Scott High Drive Huntsville, TN 37756



with copy to LCCA:

Life Care Centers of America, Inc.

Attn: Legal Services 3001 Keith Street NW

Cleveland, TN 37312

with copy to:

Tennessee Board of Regents

Attn: Director of Contracts & Reporting

1 Bridgestone Park, Third Floor

Nashville, TN 37214

Any notice mailed in compliance with this section shall be deemed to have been given upon the earlier of receipt or three (3) days after deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

11. Miscellaneous.

- a. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.
- b. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- c. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.
- d. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.
- e. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.
- f. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
- g. Either party may assign this Agreement and any of its rights or obligations hereunder to any affiliated entity and/or in connection with the transfer or sale of all or substantially all of the portion of its business to which this Agreement relates, or in the event of its merger or consolidation or change in control or similar transaction, provided that the assigning party provide the other party with at least thirty (30) days advanced written notice of such assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each party, and the name of a party appearing herein shall be deemed to include the names of such party's successors and permitted assigns to the extent necessary to carry out the intent, responsibilities, and obligations of this Agreement. Any attempted assignment not in accordance with this section shall be void, and in the event of any violation of this section, the non-assigning party may immediately terminate this Agreement in accordance with this Agreement's related terms.
- h. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to all actual attorneys' fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.



- i. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Tennessee without regard to such state's conflict of law provisions.
- j. Nothing in this Agreement shall be construed as creating any relationship between the parties other than as independent contractors. Nothing under this Agreement shall be deemed to create any rights in any third party.
- k. In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of the counsel to Facility renders any of the material terms of this Agreement unlawful or unenforceable, then the applicable term(s) of this Agreement shall be subject to renegotiation upon written notice to Educational Institution, to remedy such condition and conform this Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate the affected Agreement without penalty.
- l. No liability shall be incurred by either party to this Agreement based on any delay or discontinuation of performance and/or any other claim or action caused by or as a result of any act of God, such as, but not limited to, war, fire, national and/or state emergency, labor strike, disease, pandemic, epidemic, natural disaster, governmental act, rule, and/or regulation, or any other act that was not reasonably foreseeable and was beyond the control of the applicable party to this Agreement, notwithstanding such party's gross negligence or willful misconduct.

By signing this Agreement, all parties acknowledge notification of LCCA's Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. Additionally, all contractors, agents, and vendors agree to make these policies available to all employees involved in executing this Agreement, as required by the Deficit Reduction Act of 2005 and applicable state law. These policies are available for review at: https://lcca.com/about/contractors-and-agents.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

FACILITY:

LIFE CARE CENTER OF MORGAN COUNTY

By: (Vaia Grad

Name: Craig Green

Title: Executive Director

Date: 2021-12-21 | 8:00 AM CST

EDUCATIONAL INSTITUTION:

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY ONEIDA/HUNTSVILLE

DocuSigned by:

By: Owight Murphy
AD534E73E8DB4C9...

Name: Dwight Murphy

Title: President

Date: 2021-12-21 | 6:18 AM PST

APPROVED:

By: Flora W. Tydings

Name: Flora W. Tydings,

Title: Chancellor, Tennessee Board of Regents

Date: 2021-12-21 | 2:19 PM CST



EXHIBIT A

ATTESTATION FORM TO EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

On behalf of Educational Institution, I acknowledge and attest to LCCA that in order to satisfy LCCA's requirements under the Agreement:

- i. Educational Institution has or will ensure that students provided to the Facility will complete a background check in accordance with the Agreement and its incorporated documents,
- ii. Such background check has or will be conducted *prior* to such individual student being offered a placement at the Facility; and
- iii. Educational Institution agrees that only students whose background check and/or other assessment(s) includes information that does not deviate from the Agreement will be offered a placement at the Facility

I further acknowledge and attest to LCCA that Educational Institution has in its possession and will maintain all background investigations, checks, and other assessments required by the Agreement and its incorporated documents for each currently known student in relation to the Agreement, and that Educational Institution will possess and maintain all such background investigations, checks, and other assessments for each individual student who is provided to Facility in relation to the Agreement during the term of the Agreement. Upon request, Educational Institution agrees to provide Facility a full copy of any and all applicable background check reports and other documentation no more than fifteen (15) calendar days following such request.

Educational Institution will immediately notify Facility in the event that it receives notice or the President of the Educational Institution has actual knowledge of any amendment, change, and/or modification to the aforementioned information in relation to any provided student. Educational Institution agrees it is solely responsible for any and all costs, damages, claims, liabilities, and/or judgements which arise due to Education Institution's gross negligence, wrongdoing, or willful failure to uphold the obligations and covenants made in the Agreement and this Attestation Form.

EDUCATIONAL INSTITUTION:

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY ONEIDA/HUNTSVILLE

	DocuSigned by:
By:	Dwight Murphy AD534E73E8DB4C9
	AD534E73E8DB4C9
Name:	Dwight Murphy
Title:	President
Date:	2021-12-21 6:18 AM PST
	President



EXHIBIT B

--- SAMPLE --

CONFIDENTIALITY UNDERSTANDING

By signing and dating this Confidentiality Understanding, the undersigned STUDENT indicates an understanding of, and agrees to be bound by, the applicable terms and conditions of the Educational Institution Affiliation Agreement between Life Care Center of Morgan County ("FACILITY"), and Tennessee College of Applied Technology Oneida/Huntsville ("EDUCATIONAL INSTITUTION"). STUDENT acknowledges that, as a material part of the consideration provided to FACILITY in exchange for FACILITY allowing STUDENT's clinical education at FACILITY, STUDENT agrees that any resident information acquired during the clinical education is confidential, and that STUDENT shall maintain the confidentiality of and not disclose this information at all times, both during the clinical education and after it has ended. STUDENT further agrees to abide by the applicable rules and policies of FACILITY and program while at FACILITY. STUDENT understands that, in addition to other available remedies, FACILITY may immediately remove STUDENT and terminate STUDENT's clinical education if, in the opinion of FACILITY, or refuses to comply with the requests of FACILITY or its supervisory staff.

By signing this Confidentiality Understanding, I acknowledge notification of LCCA's Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. These policies are available for review at: http://lcca.com/contractors-and-agents/.

have read and understand this Confidentiality Understanding, ar	nd I agree to abide by its terms.
Student's Signature	Date
Student's Name (Print)	
Witness' Signature (Parental Signature if Student is a Minor)	Date
Witness (Print)	



EXHIBIT C

--- SAMPLE --

WAIVER AND RELEASE OF LIABILITY

By signing and dating this *Waiver and Release of Liability Form* ("Form"), the undersigned **STUDENT** indicates an understanding of, and agrees to be bound by its terms and conditions, in connection with the participation in a clinical assignment under the Educational Institution Affiliation Agreement between Life Care Center of Morgan County ("FACILITY"), and Tennessee College of Applied Technology Oneida/Huntsville ("EDUCATIONAL INSTITUTION").

STUDENT agrees that he/she has received education regarding potential exposure to contagious illnesses and infectious diseases (e.g., COVID-19, etc.) from **EDUCATIONAL INSTITUTION**.

STUDENT acknowledges that FACILITY will take reasonable precautions to ensure that STUDENT's assignment at FACILITY will not include services to residents with contagious illness or infectious disease or tasks in a unit with such residents. However, by signing this Form and participating in a clinical assignment in relation to FACILITY, STUDENT accepts that there is inherent risk of potentially coming in contact with a resident(s) or another individual(s) who has or may have a contagious illness or infectious disease.

STUDENT acknowledges that should **STUDENT** test positive or develop any signs or symptoms of a contagious illness and/or infectious disease, **FACILITY** may halt or postpone any active clinical assignment(s), as deemed necessary by **FACILITY**.

STUDENT expressly releases and holds harmless LCCA and FACILITY from any claims, damages or liabilities, for the exposure to and possible contraction of a contagious illness and/or infectious disease relating to or resulting from STUDENT's participation in a clinical assignment. This Form includes without limitation claims resulting from any actual or claimed negligent acts of FACILITY, whether active or passive.

Student's Signature

Student's Name (Print)

Witness' Signature (Parental Signature if Student is a Minor)

Date

Witness (Print)

I have read and understand this Form, and I agree to abide by its terms.



Amendment to Educational Institutional Affiliation Agreement

This Amendment to the Educational Institutional Affiliation Agreement is made and entered into by and between Tennessee College of Applied Technology Oneida/Huntsville ("Institution") and Life Care Center of Morgan County ("facility") in order to amend the terms of the Educational Institutional Affiliation Agreement ("Agreement"), dated as of the 1st day of November 2021.

WHEREAS, Institution and Facility desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. <u>Term.</u> The parties have agreed to extend the Term an additional year. Accordingly, the first sentence of Section 1 is deleted in its entirety and the following is inserted in its place and stead. "The Term of this Agreement will commence on November 1, 2021 and will expire on October 31, 2026."
- 2. <u>Effect of Amendment</u>. In all other respects, and except as specifically modified and amended herein, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the 1st day of November 2022.

	Contractor:		
IED	LIFE CARE CENTER OF MORGAN		
VILLE	COUNT	Y	
		DocuSigned by:	
	By:	(raia Grun.	
	Name:	CraigacibeoB6431	
	Title	Executive Director	
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	IED VILLE DI Lor s T	IED LIFE CA VILLE COUNT By: Name: Title lor s	LIFE CARE CENTER OF MORGAN COUNTY By: Name: Title Executive Director 2022-10-05 2:21 PM CDT

CLINICAL AFFILIATION AGREEMENT BETWEEN TENNESSEE COLLEGE OF APPLIED TECHNOLOGY ONEIDA/HUNTSVILLE AND LP JAMESTOWN, LLC DBA SIGNATURE HEALTHCARE OF FENTRESS COUNTY

This Agreement is made this 15th day of March 2024 by and between Tennessee College of Applied Technology Oneida/Huntsville, hereinafter referred to as "Institution" and LP Jamestown, LLC Signature HealthCARE of Fentress County, hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. Purpose the purpose of this Agreement shall be to provide clinical experience to students enrolled in the Practical Nursing and Nurse Aide program of the Institution.
- A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
- B. The clinical experience shall be provided at the Affiliate's Facility located at
- 208 N Duncan Street Jamestown, Tennessee 38556, hereinafter referred to as

"Facility".

C. The specific experience to be provided students is described as follows:

Clinical experiences for students enrolled in the PN and Nurse Aide Programs

II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:

A. Term - the term of this Agreement shall be 5 years commencing March 15th , 2024 and ending March 12th 2029.

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

- B. Placement of Students As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.
- C. Discipline While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. Notwithstanding the foregoing and pursuant to its policies, Affiliate retains the right to safeguard the health, safety, and welfare of its patients and the orderly operation of the Facility and in such capacity shall have the right to exclude or remove a student from the Facility at any

time based on a student's failure to comply with reasonable policies of the Facility, including, without limitation, those related to vaccination and disease testing.

D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (Institution and/or Affiliate/Facility):

- 1. Institution shall be responsible for the selection of students to be placed at the Facility.
- 2. Affiliate shall provide orientation to the Facility for students beginning clinical experience.
- 3. Institution shall be responsible for scheduling training activities for students.
- 4. Institution shall be responsible for supervising students at all times while present at the Facility for clinical experience.
- 5. Institution shall evaluate the performance of individual students as appropriate.
- 6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
- 7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
- 8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
- 9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
- 10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate. In order to maintain a healthy and safe environment, Affiliate retains the right to require students and faculty participating at its Facility to have, or to obtain, any immunizations or testing reasonably required by Affiliate.
- 11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
- 12. The Affiliate requires written evidence of professional liability insurance coverage from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000/\$5,000,000. The coverage shall extend through the term of the student and faculty or staff's (if applicable) participation.
- 13. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

To the extent required by federal law, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any

Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The Family Educational Rights and Privacy Act (FERPA). The Affiliate shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.

2. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the Practical Nursing and Nurse Aide program at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the Institution's health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

(If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.)

- 3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
- Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
- 5. The confidentiality of patient records and student records shall be maintained at all times in accordance with applicable law.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

- Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
- The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
- 3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY ONEIDA/HUNTSVILLE

LP JAMESTOWN, LLC DBA SIGNATURE HEALTHCARE OF FENTRESS COUNTY

Docusigned by:

BY Dwight Murphy

ADS34E73E8DB4C9.

BY NAF5ZE7867084E4...

TITLE Dwight Murphy, President

TITLE Marshall Huddleston,

DATE 2024-03-22 | 11:58 AM PDT

DATE 2024-03-22 | 10:13 AM PDT

Approved by TBR: (If required; contracts which materially differ from this form require approval of the Chancellor.)

Chancellor

Hove O. Typings

Flora W. Tydings, Chancellor

Tennessee Board of Regents

Date

2024-03-22 | 2:02 PM CDT

CLINICAL AFFILIATION AGREEMENT BETWEEN Tennessee College of Applied Technology-Oneida/Huntsville AND Oneida Nursing Care & Rehab Center

This Agreement is made this <u>18th</u> day of <u>May</u>, <u>2020</u>, by and between <u>Tennessee College of Applied Technology-Oneida/Huntsville</u>, hereinafter referred to as "Institution" and, <u>Oneida Nursing Care & Rehab Center</u> hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. Purpose the purpose of this Agreement shall be to provide clinical experience to students enrolled in the <u>Practical Nursing/ Nurse Aide</u> programs of the Institution.
- A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
- B. The clinical experience shall be provided at the Affiliate's Facility located at 18805 Alberta Street, Oneida, TN. 37841, hereinafter referred to as "Facility".
- C. The specific experience to be provided students is described as follows:

 Clinical experiences for students enrolled in the Practical Nursing & nurse Aide Program.
- II. Terms and Conditions pursuant to the above-stated purpose, the parties agree as follows:
- A. Term the term of this Agreement shall be (from one to five years) commencing May 18, 2020 and ending May 18, 2025 .

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

- B. Placement of Students As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.
- C. Discipline While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.

D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (Institution and/or Facility):

- 1. Institution shall be responsible for the selection of students to be placed at the Facility.
- 2. <u>Facility</u> shall provide orientation to the Facility for students beginning clinical experience.
- 3. <u>Institution</u> shall be responsible for scheduling training activities for students.
- 4. <u>Institution</u> shall be responsible for supervising students at all times while present at the Facility for clinical experience.
- 5. <u>Institution</u> shall evaluate the performance of individual students as appropriate, with assistance from designated staff from Fast Pace Urgent Care.
- 6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
- 7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
- 8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
- 9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
- The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.
- 11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
- 12. The Affiliate requires written evidence of professional liability insurance coverage from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000/\$5,000,000. The coverage shall extend through the term of the student and faculty or staff's (if applicable) participation.
- 13. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

 Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

To the extent required by federal law, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without

limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of I972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The Family Educational Rights and Privacy Act (FERPA). The Affiliate shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.

2. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90 day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the <u>Practical Nursing/ Nurse Aide</u> program at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

(If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.)

- 3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
- 4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing Party.
- 5. The confidentiality of patient records and student records shall be maintained at all times.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

- 1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
- 2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
- 3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY-ONEIDA/HUNTSVILLE ONEIDA NURSING CARE & REHAB CENTER

President TITLE

2020-05-14 | 3:15 PM CDT DATE

A1746293F8D944D

Administrator, Oneida Nursing TITLE Care & Rehab Center

DATE ______2020-05-14 | 3:07 PM CDT

Approved by TBR: (If required; contracts which materially differ from this form require approval of the Chancellor.) Chancellor Date

2020-05-15 | 8:00 AM CDT

Hove O. Typings A 2020-05-15 | Dr. 4056 1086 Board of Regents

CLINICAL AFFILIATION AGREEMENT BETWEEN TENNESSEE COLLEGE OF APPLIED TECHNOLOGY-ONEIDA/HUNTSVILLE AND HUNTSVILLE POST-ACUTE AND REHABILITATION CENTER

This Agreement is made this <u>20th</u> day of <u>May</u>, <u>2021</u>, by and between <u>Tennessee College of Applied Technology-Oneida/Huntsville</u>, hereinafter referred to as "Institution" and <u>Huntsville</u> Post-Acute and Rehabilitation Center, hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. Purpose the purpose of this Agreement shall be to provide clinical experience to students enrolled in the Practical Nursing and Nurse Aide programs of the Institution.
- A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
- B. The clinical experience shall be provided at the Affiliate's Facility located in <u>Huntsville, TN.</u> hereinafter referred to as "Facility".
- C. The specific experience to be provided students is described as follows:

Clinical experiences for students enrolled in the PN Program and the Nurse Aide Program.

- II. Terms and Conditions pursuant to the above-stated purpose, the parties agree as follows:
- A. Term the term of this Agreement shall be (4) four years commencing May 20, 2021 and ending May 30, 2025.

Either party may terminate this Agreement upon giving <u>30</u> days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

- B. Placement of Students As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.
- C. Discipline While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. Notwithstanding the foregoing and pursuant to its policies, Affiliate retains the right to safeguard the health, safety, and welfare of its patients and the orderly operation of the Facility and in such capacity shall have the right to exclude or remove a student from the Facility at any time based on a student's failure to comply with reasonable policies of the Facility, including, without limitation, those related to vaccination and disease testing.

- D. Specific Responsibilities The following duties shall be the specific responsibility of the designated party (Institution and/or Affiliate/Facility):
 - 1. <u>Institution</u> shall be responsible for the selection of students to be placed at the Facility.
 - 2. Affiliate shall provide orientation to the Facility for students beginning clinical experience.
 - 3. In stitution shall be responsible for scheduling training activities for students.
 - 4. <u>Institution</u> shall be responsible for supervising students at all times while present at the Facility for clinical experience.
 - 5. <u>In stitution</u> shall evaluate the performance of individual students as appropriate.
 - 6. <u>The Affiliate</u> shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
 - 7. <u>The Affiliate</u> shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
 - 8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
 - 9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
 - 10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate. In order to maintain a healthy and safe environment, Affiliate retains the right to require students and faculty participating at its Facility to have, or to obtain, any immunizations or testing reasonably required by Affiliate.
 - 11. <u>The Institution</u> shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
 - 12. The Affiliate requires written evidence of professional liability insurance coverage from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be 1,000,000. The coverage shall extend through the term of the student and faculty or staff's (if applicable) participation.
 - 13. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

 Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

To the extent required by federal law, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and

disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The Family Educational Rights and Privacy Act (FERPA). The Affiliate shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.

2. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the <u>Practical Nursing and Nurse Aide</u> programs at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the Institution's health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

(If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.)

- 3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
- 4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall Revised 12-23-2020

be without entitlement of the individual to compensation or benefits from the appointing party.

5. The confidentiality of patient records and student records shall be maintained at all times in accordance with applicable law.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

- Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
- The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
- 3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Tennessee College of Applied Technology- Oneida/Huntsville	Huntsville Post-Acute and Rehabilitation Center
DocuSigned by:	DocuSigned by:
BY Dwight Murphy	By Sally Williford
AD534E73E8DB4C9	7DAB9EE79923429
President	Administrator
TITLE	TITLE
DATE	DATE
Approved by TBR: (If required; contracts which the Chancellor.)	n materially differ from this form require approval of
Chancellor Flora W. Tydings	DCG
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2021-06-02 6:44 PM CDT	

Memorandum of Understanding Between Tennessee College of Applied Technology Onelda/Huntaville and Scott County Chamber/Industrial Board, Morgan County Chamber/Economic Board, Fentress County Chamber/Industrial Board, American Job Center

TN GIVE 3.0 Grant: Partnership Agreement

This document attests to our organization agreeing to enter into a partnership agreement with the Tennessee Cotlege of Applied Technology Oneida/Huntsville for the 2024 GIVE 3.0 Grant being proposed.

We have analyzed regional market trends and spoken with local employers about in-demand skills needed in our region. The programs requested in the GIVE 3.0 Grant submitted by Tennessee College of Applied Technology Oneida/Huntsville are programs with high demand and high wages in our area. The Chamber fully supports the creation of the GIVE 3.0 TCAT Oneida/Huntsville proposed programs of:

- **U** Truck Driving
- Telecommunication and Underground Utility Construction
- Heavy Equipment Operator
- (J Dental Assisting
- □ Building Construction (Plumbing and Electrical)

Upon the approval of the GIVE 3.0 Grant we commit to:

- Assist TCAT Oneida/Huntsville with networking opportunities in our county and within our membership to assist program graduates in job placement.
- Co-sponsor at least one Job Fair with TCAT Oneida/Huntsville each year during the 48 month term of these grant to assist program graduates with obtaining high demand jobs in our service area.
- 3. Have a representative serve on GIVE 3.0 Advisory Committee which will periodically review programs, status, and progress of the grant funded training program.

Stacey Swarm/ Scott County Chamber/Industrial Board

Scot Courty Chamber/Industrial Board

Lisa Collett Morgan County ChangapriEconomic Board E.L. Morton American Job Center

Dwight Murphy, President

Tennessee College of Applied Technology Oneidal/Huntsville

Jacob/Resembeum

Featress County Chamber/Industrial Board

Memorandum of Understanding Between Tennessee College of Applied Technology Oneida/Huntsville and Fentress County School System, Morgan County School System, Oneida Special School District, Scott County School System, and York Institute

TN GIVE 3.0 Grant: Dual Enrollment Opportunities

This MOU between TCAT Oneida/Huntsville and the secondary school system in the college's service area agree to expand existing dual enrollment agreements to include the proposed GIVE 3.0 funded programs:

- a) Heavy Equipment Operator
- b) Telecommunications and Underground Utility Construction
- c) Dental Assisting
- d) Medical Assisting/Patient Care Technology
- e) Building Construction

This document attests to our school system's support for the TCAT Oneida/Huntsville 3.0 GIVE application. The training dollars being requested will open new opportunities for our dual enrollment students to gain college hours credit in four "In Demand Occupations" which will prepare students for high wage jobs in this region.

This agreement will commence in August 2024 and end in July 2028. This agreement can be terminated by either party by giving written notice to the other party at least thirty (30) days before the effective date of termination.

Kristi Hall, Director

Fentress County School System

Jamie Pemberton, Director Morgan County School System

ranny Phillips, Director

neida Special School District

John jush, Director

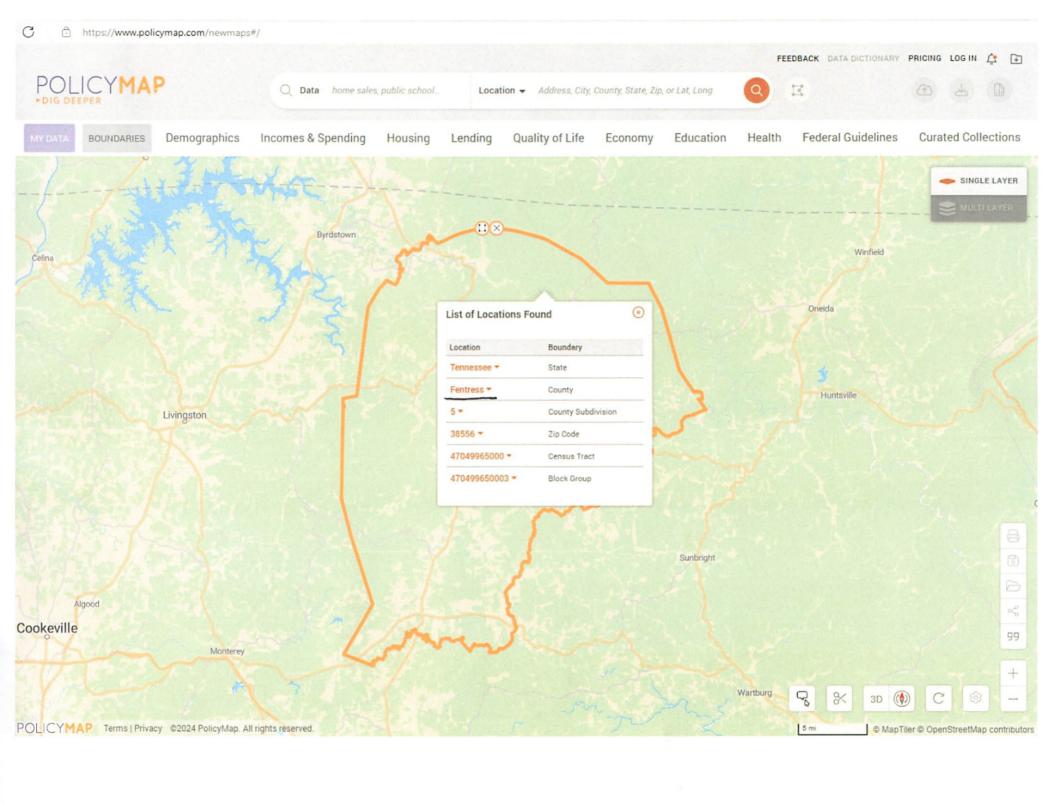
York/institute

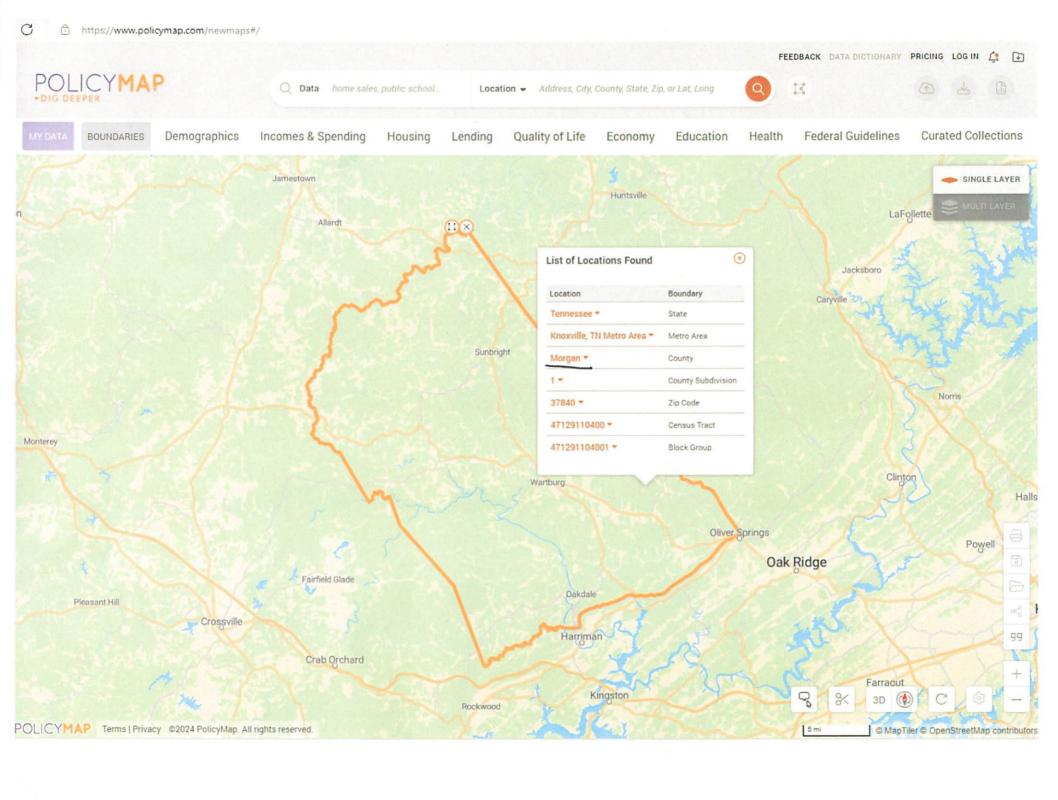
Bill Hall, Director

Scott County School System

Dwight Murphy, President TCAT Oneida/Huntsville

Appendix C Persistent Poverty Census Maps and ARC Distressed County Data







Distressed Counties

Distressed counties rank among the 10 percent most economically distressed counties in the nation. Each year, the Appalachian Regional Commission (ARC) prepares an index of county economic status for every county in the United States. Economic status designations are identified through a composite measure of each county's three-year average unemployment rate, per capita market income, and poverty rate. Based on these indicators, each county is then categorized as distressed, atrisk, transitional, competitive or attainment.

The dashboard below illustrates the current economic status for all 95 counties in Tennessee as measured by the ARC.

The 8 distressed counties in Tennessee include: Lake, Hardeman, Perry, Clay, Bledsoe, Scott, Hancock and Cocke.

Long-Term Objectives:

- Tennessee will reduce the number of economically distressed counties to 10 by 2025.
- Tennessee will achieve annual improvement in county economic status ranking in 70% of rural counties.

