

CONTRACT #7

RFS # N/A

FA # N/A

**Tennessee Board of Regents
East Tennessee State
University**

VENDOR:

**Tennessee Rural Health
Recruitment & Retention
Center**



Tennessee Board of Regents

1415 Murfreesboro Road – Suite 350 – Nashville, Tennessee 37217-2833
Telephone (615) 366-4400 FAX (615) 366-4464

November 17, 2010

RECEIVED

NOV 18 2010

FISCAL REVIEW

Ms. Leni S. Chick
Fiscal Analyst
Rachel Jackson Building, 8th Floor
Nashville, TN 37243

Dear Ms. Chick:

Enclosed please find an Agreement between the East Tennessee State University and the Tennessee Rural Health Recruitment and Retention Center to continue services of managing the statewide TennCare Revised Residency Stipend Program. Last year a one year Agreement was executed with TennCare and funding was not expected to go beyond the 2009-2010 fiscal year. However, TennCare changed positions and has extended the funding into the 2010-2011 fiscal year. See attached letter to the Fiscal Review Committee and other backup documentation from ETSU for explanation.

Per Fiscal Review's request to see non-competitive agreements/amendments, and the amount and term involved with this amendment, we are submitting this for approval to the Committee. **Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the representatives to insure they are present for the meeting in which the contract will be discussed.** If you have any questions, please do not hesitate to contact me at 366-4436.

Information regarding the contract may be sent to my attention at the Tennessee Board of Regents, 1415 Murfreesboro Road, Suite 350, Nashville, Tennessee 37217.

Sincerely,

Angela A. Gregory
Director of Purchasing and Contracts

Enclosure

cc: John G. Morgan, Chancellor
Dale Sims, Vice Chancellor for Business and Finance
David Collins, ETSU
Greg Wilgocki, ETSU

Austin Peay State University – East Tennessee State University – Middle Tennessee State University – Tennessee State University
Tennessee Tech University – University of Memphis – Chattanooga State Community College – Cleveland State Community College
Columbia State Community College – Dyersburg State Community College – Jackson State Community College
Motlow State Community College – Nashville State Community College – Northeast State Community College
Pellissippi State Community College – Roane State Community College – Southwest Tennessee Community
Volunteer State Community College – Walters State Community College – The Tennessee Technology Centers



The Rural Partnership

Connecting Physicians With Communities

Impact of *The Rural Partnership* on Health Care in Rural & Underserved Tennessee

- ✦ The Rural Partnership (TRP) has conducted an annual demand assessment across three years to identify the primary care medical practices in need of health care providers in medically underserved areas across Tennessee.
- ✦ The Rural Partnership (TRP) has worked to recruit primary care physicians for more than 225 vacancies at Tennessee medical practices. Consistently, more than one-third (36.5%) of Tennessee's practice opportunities is recruiting.
- ✦ The Rural Partnership (TRP) has met more than 50 times with residents in the Tennessee primary care residency programs at East Tennessee State University, Meharry Medical College, the University of Tennessee, and Vanderbilt University to provide an orientation to rural practice, provide information on the variety of practice types, and offer assistance in finding practice sites. TRP has also met with medical students from each university.
- ✦ The Rural Partnership (TRP) has organized rural rotation experiences for more than 20 primary care residents.
- ✦ The Rural Partnership (TRP) has worked with more than 350 physicians to match them to practice opportunities in rural Tennessee.
- ✦ The Rural Partnership (TRP) has awarded 25 stipends to physicians, training in Tennessee, who have committed to practice in rural and medically underserved areas of Tennessee. The amount committed to physicians through the stipend award totals over \$1.5 million.
- ✦ Since 2007, The Rural Partnership (TRP) has placed 28 primary care physicians in practices in medically underserved areas. Placements are made in areas with health professions shortages: 21 placements in a federal HPSA; and, 13 placements in a state HRSA.
- ✦ According to National Center for Rural Health Works, one primary care physician generates approximately \$1.5 million in revenue, \$0.9 million in payroll and creates 23 jobs in both the physician clinic and the hospital. Therefore, based on this formula the physicians located with assistance of The Rural Partnership (TRP), will be responsible for \$42 million in Tennessee revenue, \$25.2 million in Tennessee payroll, and 644 Tennessee jobs.
- ✦ The Rural Partnership (TRP) is the Workforce Partner for Health Care Home for the Tennessee Primary Care Association, and works in concert with the Tennessee Department of Health and the Tennessee Hospital Association in provider recruitment and retention efforts.
- ✦ The Rural Partnership (TRP) participates in and regularly presents to state and national conferences in recruitment efforts; inclusive of 3RNet, NOSORH, NRHA, NACHC and AAFP.

**Anjeanette Hall, MD, Family Practice
East Tennessee State University
Johnson City Family Practice – July 2009**

“I attended East Tennessee State University’s Quillen College of Medicine and completed Family Practice residency training in Johnson City. I committed to a North Carolina practice until The Rural Partnership changed my mind.

My grandmother was born and raised in Flatwoods, Tennessee, a tiny unincorporated town nestled between Waynesboro and Linden on the Buffalo River. My brother, cousins and I spent most weekends together with our grandmother hiking up and down the bluffs of the Buffalo River. The highlight of this visit was reading about ourselves in the local newspaper. The strong sense of community was evident when it was news that Dorothea Jones’ grandchildren’s summer visit was newsworthy.



The aspect of rural medicine that I value the most is the ability to educate my patients about their health and to help them as they take ownership of decisions affecting their own health. I’ve always felt that I would be most comfortable practicing in a small community with patients who have obstacles to accessing health care.”

Dr. Hall, currently practicing in
Wayne and Hardin Counties

Dr. Hall is based at Lifespan Community Health Center in Savannah (Hardin County), Tennessee, serving a community with a federal HPSA score of 14 and a state HRSA score of 29. Hardin County’s poverty rate is 23 percent and ranks 87th of Tennessee’s 95 counties. More than 6,500 citizens of the 26,227 residents (24.97 percent) are enrolled in TennCare.



QUILLEN
COLLEGE OF MEDICINE
EAST TENNESSEE STATE UNIVERSITY

November 5, 2010

Fiscal Review Committee
Attn: Ms. Leni Chick, Contract & Audit Coordinator
320 Sixth Avenue North
8th Floor, Rachel Jackson Building
Nashville, TN 37243

Re: Tennessee Rural Health and Retention Center d/b/a/The Rural Partnership

Dear Ms. Chick:

East Tennessee State University is requesting the approval of a non-competitive procurement contract with the Tennessee Rural Health Recruitment and Retention Center, Inc., (TRHRRC) doing business as Tennessee Rural Partnership. The TRHRRC was established by the four Tennessee medical schools to accomplish the goals defined in the contract scope of services. The contract is essential for the work to continue. In the past three years, the TRHRRC has been successful in developing workforce strategies and recruiting physicians to rural and underserved areas of the state.

East Tennessee State University previously presented to the fiscal review committee a sole source contract with TRHRRC through 6/30/2011. In fiscal year 2010, a new contract for one year was put in place based on information from the TennCare Bureau. TennCare had advised that in fiscal year 2010 there would be no funding; however, after revenue and budgets were finalized they agreed to fund a single year for an amount not to exceed \$321,857.00 with all payments to be approved by the TennCare Bureau. Since there was an expectation that there would be no funding beyond the 2010 fiscal year, the contract was not presented to Fiscal Review Committee.

We are requesting approval of this non-competitive contract with a total estimated cost of \$337,600.00. TRHRRC has agreed to provide the services indicated, and that any payments to them will require the approval of the TennCare Bureau. TRHRRC has demonstrated their ability to provide the services outlined in the contract in the past to the satisfaction of East Tennessee State University and the TennCare Bureau.

We have not met the sixty-day filing deadline due to discussion with the TennCare Bureau and their determination of allocation of funds for this purpose.

We look forward to discussing any questions you may have regarding this procurement, but do feel it is in the best interest of East Tennessee State University and the State of Tennessee to acquire these services through a non-competitive procurement.

Sincerely,

Gregory L. Wilgoeki
Executive Associate Vice President, Department of Finance and Administration

GLW/ts

Attachments

Office of the Executive Associate Vice President for Finance and Administration

423.439.6318 | Fax: 423.439.8854 | Box 70420, Johnson City, TN 37614-1704 | www.etsu.edu/com/fa

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Tennessee Rural Health Recruitment and Retention Center	*Contact Phone:	423-439-6318		
*Contract Number:	344.02-607	*RFS Number:	N/A		
*Original Contract Begin Date:	7/1/2010	*Current End Date:	6/30/2011		
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>					
*Department Submitting:		East Tennessee State University			
*Division:		ETSU-Quillen College of Medicine			
*Date Submitted:		November 2010			
*Submitted Within Sixty (60) days:		No			
<i>If not, explain:</i>		See letter			
*Contract Vendor Name:		Tennessee Rural Health Recruitment and Retention Center			
*Current Maximum Liability:		\$337,600.00			
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract Funding Source/Amount:	State:	\$337,600	Federal:		

Supplemental Documentation Required for Fiscal Review Committee

Interdepartmental:		<i>Other:</i>	
If “ <i>other</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>			
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>			
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>			
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>			

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration
Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	N/A		
2) State Agency Name :	Tennessee Board of Regents - ETSU		
EXISTING CONTRACT INFORMATION			
3) Service Caption :	Tennessee Rural Health Recruitment and Retention Center		
4) Contractor :	Tennessee Rural Health Recruitment and Retention Center		
5) Contract #	344.02-607		
6) Contract Start Date :		7/1/2010	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :		6/30/2011	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :		\$337,600.00	
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #			
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)		7/1/2010	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :		6/30/2011	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :		\$337,600.00	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/>	only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :			
Services previously provided on a single year contract with expectation of no future contracts.			
15) Explanation of Need for the Proposed Amendment : TennCare Bureau previously advised that after 2010 year there would not be additional funding. TennCare has now determined funding will be available for the 2011 fiscal year and that there may be funding in the future in amounts still undetermined. .			

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

TRHRRRC, Inc., 300 Interstate Blvd., South, Suite 203, Nashville, TN 37210

-501(c) (3) – not for profit. The corporation with board membership represents rural health interests and appointed representatives from each of the four Tennessee medical schools.

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Services are not available elsewhere. The Tennessee Rural Health Recruitment and Retention Center was established for this purpose.

21) Justification for the Proposed Non-Competitive Amendment :

The proposed contractor, the Tennessee Rural Health Recruitment and Retention Center, was formed specifically to accept funds from all four medical schools to develop and manage a TennCare Revised Residency Stipend Program. The comprehensive nature of the approaches taken by the organization is expected to create demand for the stipends and to support a recruitment and placement process that will enable those who accept stipends to more easily find and locate in rural practice in Tennessee.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

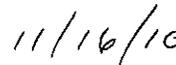
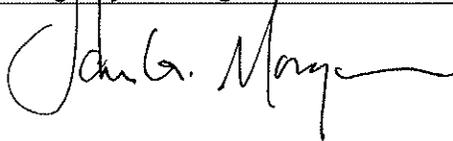
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature



Date



CONTRACT SUMMARY SHEET

021406

RFS #		Contract #			
N/A		To be assigned			
State Agency		State Agency Division			
Tennessee Board of Regents		East Tennessee State University			
Contractor Name		Contractor ID # (FEIN or SSN)			
Tennessee Rural Health Recruitment and Retention Center		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 20-3037016			
Service Description					
Tennessee Rural Health Recruitment and Retention Services					
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?	
7/1/2010		6/30/2011		Vendor	
Mark Each TRUE Statement					
<input type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
318.66	910	134	11	on stars	
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$337,600.00				\$ 337,600.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	\$337,600.00	\$ -	\$ -	\$ -	\$ 337,600.00
— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY			
			State Agency Budget Officer Approval		
			<i>Dale J.</i>		
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
TOTAL:	\$ -	\$ -			
End Date					

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government(eg,ID,GG,GU)	<input type="checkbox"/> Other

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

The proposed contractor, the Tennessee Rural Health Recruitment and Retention Center, was formed specifically to accept funds from all four medical schools to develop and manage a TennCare Residency Stipend Program. The comprehensive nature of the approaches taken by the organization is expected to create demand for the stipends and to support a recruitment and placement process that will enable those who accept stipends to more easily find and locate in rural practices in Tennessee.

CONTRACT
BETWEEN
EAST TENNESSEE STATE UNIVERSITY
AND
TENNESSEE RURAL HEALTH RECRUITMENT AND RETENTION CENTER
d/b/a/ The Rural Partnership

This Contract, by and between East Tennessee State University hereinafter referred to as "ETSU" and the Tennessee Rural Health Recruitment and Retention Center, Inc., (TRHRRC) d/b/a/ The Rural Partnership, hereinafter referred to as the "Contractee", is for the purpose of providing stipends to residents agreeing to practice in underserved communities of the State.

ETSU shall annually allocate funding according to TennCare graduate medical education federal funding to the Rural Partnership for the purpose of providing stipends for residents whose focus is Primary Care, including Family Medicine, Internal Medicine, Obstetrics and Gynecology, Pediatrics or another specialty approved by the Bureau of TennCare.

The Contractee is a not-for-profit corporation.

The Contractee's place of incorporation or organization is Tennessee.

A. CONTRACT TERM:

A.1. Term of Contract. This Contract shall be effective commencing on July 1, 2010 and ending June 30, 2011.

A.2. Term Extension.

ETSU shall have no obligation for services rendered by the Contractee, which are not performed within the specified period.

B. PAYMENT TERMS AND CONDITIONS:

B.1. Maximum Liability. In no event shall the maximum liability of ETSU under this Contract exceed the Three Hundred Thirty-Seven Thousand, Six Hundred Dollars (\$337,600.00) allocated by TennCare for The Rural Partnership for recruitment and retention and shall be paid only upon review and prior approval by TennCare. This amount shall constitute the maximum amount due the Contractee for the service and all of the Contractee's obligations hereunder. The Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractee under this Contract.

B.2. Compensation Firm. Based on funding from the TennCare Bureau, the maximum liability of ETSU is not subject to escalation for any reason unless amended. The contract Budget amounts are firm for the duration of the contract and are not subject to escalation for any reason unless amended, except as provided in Section B.5.

B.3. Payment Methodology. The Contractee shall be compensated for actual, reasonable, and necessary costs based upon the Budget, not to exceed the maximum liability established in Section B. 1. Thenceforth upon progress toward the completion of the work as described in Section A. of this Contract, the Contractee shall submit invoices, in form and substance acceptable to ETSU, with all of the necessary supporting documentation for reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly. Invoices shall indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Contract to date. The final invoice shall indicate any balance due by ETSU to the Contractee, or, include a repayment to ETSU by the Contractee of payments in excess of allowable costs. All invoices will be approved by the Bureau of TennCare for payment.

B.4. Travel Compensation. Reimbursement to the Contractee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations", as they are amended from time to time and subject to the Budget.

B.5. Budget Line-items. Expenditures, reimbursements, and payments under this Contract shall adhere to the Budget. The Contractee may request revisions of Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the total Contract amount. Budget line-item revisions may not be made without prior, written approval of ETSU in which the terms of the approved revisions are explicitly set forth. Any increase in the total Contract amount shall require a contract amendment.

B.6. Disbursement Reconciliation and Close Out. The Contractee shall submit a final contract disbursement reconciliation report within three (3) months of the end of the Contract. This report shall be submitted with a copy of certified public accountant's audit of the contract year in form and substance acceptable to ETSU. ETSU will not be responsible for the payment of invoices that are submitted to the State after the final Contract disbursement reconciliation report.

If total disbursements by ETSU pursuant to this Contract exceed the amounts permitted by the Section B., Payment Terms and Conditions of this Contract, the Contractee shall refund the difference to ETSU. The Contractee shall submit said refund with the final contract disbursement reconciliation report.

The Contractee must close out its accounting records at the end of the Contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

B.7. Indirect Cost. The Contractee shall not seek reimbursement for indirect costs.

B.8. Cost Allocation. All costs to be reimbursed under this Contract are considered joint costs involving allocation to more than one university contractor. Such costs shall be allocated and reported in accordance with the distribution formula used under the TennCare Graduate Medical Education contracts. The final certified public accountant audit shall confirm that this cost allocation formula was used.

B.9. Invoice Requirements. The Grantee shall invoice ETSU quarterly, with all necessary supporting documentation to:

East Tennessee State University
Department of Finance and Administration
Box 70420,
Johnson City, TN 37614

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
 - (1) Invoice/Reference Number (assigned by the Grantee);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which the reimbursement request is applicable);
 - (4) Grantee Name;
 - (5) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant contract);
 - (6) Grantee Remittance Address;
 - (7) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
 - (8) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
 - i. Reimbursement Account Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State comprehensive Travel Regulations");
 - ii. Amount Reimbursed by Grant Budget Line-Item to Date;
 - iii. Total Amount Reimbursed under the Grant contract to Date; and
 - iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.
- b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:
 - (1) Include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant budget and any other provision of this Grant Contract relating to allowable reimbursements; and
 - (2) not include any reimbursement requests for future expenditures.
- c. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer

Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant contract until the State has received this completed form.

B.10. Payment of Invoice. The payment of the invoice by ETSU shall not prejudice ETSU's right to object to or question any invoice or matter in relation thereto. Such payment by ETSU shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

B.11. Unallowable Costs. The Contractee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by ETSU, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs.

B.12. Deductions. ETSU reserves the right to deduct from amounts which are or shall become due and payable to the Contractee under this or any Contract between the Contractee and ETSU any amounts which are or shall become due and payable to ETSU by the Contractee.

B.13. Automatic Deposits. The Contractee shall complete and sign an "Authorization the Contractee by the State. Once this form has been completed and submitted to ETSU by the Contractee all payments to the Contractee, under this or any other contract the Contractee has with ETSU shall be made by Automated Clearing House (ACH). The Contractee shall not invoice ETSU for services until the Contractee has completed this form and submitted it to the State.

C. **STANDARD TERMS AND CONDITIONS:**

C.1. Required Approvals. ETSU is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee State laws and regulations.

C.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

C.3. Termination for Convenience. ETSU may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by ETSU. ETSU shall give the Contractee at least thirty (30) days written notice before the effective termination date. The Contractee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall ETSU be liable to the Contractee for compensation for any service which has not been rendered. The final decision as to the amount for which ETSU is liable, shall be determined by ETSU. Should ETSU exercise this provision, the Contractee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

C.4. Termination for Cause. If the Contractee fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractee violates any terms of this

Contract, ETSU shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractee shall not be relieved of liability to ETSU for damages sustained by virtue of any breach of this Contract by the Contractee.

- C.5. Subcontracting. The Contractee shall not assign this Contract or enter into a subcontract for any of the service performed under this Contract without obtaining the prior written approval of ETSU. If such subcontracts are approved by ETSU, they shall contain, at a minimum, sections of this Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability and Public Notice, and Licensure (Sections C.6., C.7., C.8., C.9., and C.10.). Notwithstanding any use of approved subcontractor, the Contractee shall be the prime contractor and shall be responsible for all worked performed.
- C.6. Conflicts of Interest. The Contractee warrants that no part of the total Budget shall be paid directly or indirectly to an employee or official of ETSU as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractee in connection with any work contemplated or performed relative to this Contract, except as indicated as a sub-contracted item with ETSU in the Scope of Services in Section A.
- C.7. Lobbying. The Contractee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal Contract, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, loan, or cooperative agreement, the Contractee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- C.8. Nondiscrimination. The Contractee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractee shall, upon request show proof of such nondiscrimination

and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- C.9. Public Accountability. If this Contract involves the provision of services to citizens by the Contractee on behalf of ETSU, the Contractee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractee agrees to display a sign stating:

“NOTICE: This Contractee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller’s toll free hotline: 1-800-232-5454”.

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Contract supported services.

- C.10. Licensure. The Contractee and its employees and all sub-Contractees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- C.11. Records. The Contractee shall maintain documentation for all charges against ETSU under this contract. The books, records, and documents of the Contractee, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Contract Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- C.12. Monitoring. The Contractee’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by ETSU, the State, the Comptroller of the Treasury, or their duly appointed representatives.
- C.13. Progress Reports. The Contractee shall submit brief, periodic, progress reports quarterly to ETSU to accompany the invoices under Section B.3.
- C.14. Annual Report and Audit. The Contractee shall prepare and submit, within three (3) months after the close of the reporting period, an annual report of its activities funded under this Contract and shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller’s duly appointed representative. When an audit is required, the Contractee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Contract Funds* published by the Tennessee Comptroller of the Treasury. The Contractee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit

prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- C.15. Procurement. If the other terms of this Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Contractee's compliance with applicable federal procurement requirements.

The Contractee shall obtain prior approval from ETSU before purchasing any equipment under this Contract.

- C.16. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- C.17. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent, contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- C.18. ETSU Liability. ETSU shall have no liability except as specifically provided in this Contract.
- C.19. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics, or any other similar cause.
- C.20. State and Federal Compliance. The Contractee shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

C.21. Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*. Sections 9-8-101 through 9-8-407.

C.22. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained therein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

C.23. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, terms and conditions of this Contract are declared severable.

C.24. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.

D. SPECIAL TERMS AND CONDITIONS:

D.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

ETSU:

East Tennessee State University
Department of Finance and Administration
Box 70420, Johnson City, TN 37614
(423) 439-6318
(423) 439- 8854 Fax

The Contractee:

The Rural Partnership
500 Interstate Boulevard South, Suite 203
Nashville, TN 37210-4634

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier

service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. EST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- D.3. Subject of Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the contract upon written notice to the Contractee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractee shall cease all work associated with the Contract. Should such an event occur, the Contractee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Equipment Acquisition. This Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Contract.
- D.5. Work Papers Subject to Review. The Contractee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by ETSU and the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- D.6. Prohibited Advertising. The Contractee shall not refer to this Contract or the Contractee's relationship with ETSU hereunder in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed.
- D.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractee by ETSU or acquired by the Contractee on behalf of ETSU shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

state law or regulations, regardless of whether it has been disclosed or made available to the Contractee due to intentional or negligent actions or inactions of agents of ETSU or third parties. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- D.8. HIPAA Compliance. The Contractee warrants to ETSU that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. Contractee warrants that it will cooperate with ETSU in the course of performance of the contract so that both parties will be compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractee will sign any documents that are reasonable necessary to keep ETSU and Contractee in compliance with HIPAA, including but not limited to business associate agreements.
- D.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995", the Contractee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Contractee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- D.10. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify ETSU; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- D.11. Hold Harmless. The Contractee agrees to indemnify and hold harmless ETSU as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractee, its employees, or any person acting for or on its or their behalf relating to this contract. The Contractee further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of the Contract or otherwise enforce the obligations of the Contractee to ETSU.
- In the event of any such suit or claim, the Contractee shall give ETSU immediate notice thereof and shall provide all assistance required by ETSU in ETSU's defense. ETSU shall give the Contractee written notice of any such claim or suit, and the Contractee shall have full right and obligation to conduct the Contractee's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractee, through its attorney(s), the right to represent ETSU in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.
- D.12. Debarment and Suspension. The Contractee certifies, to the best of its knowledge and belief, that it and its principles:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

- a. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- b. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- c. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.1. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is

authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

IN WITNESS WHEREOF:

THE RURAL PARTNERSHIP:

William P. Jolley 10-18-10
Mr. William Jolley Date
President

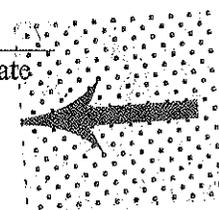
EAST TENNESSEE STATE UNIVERSITY:

Wilsie S. Bishop 11/5/10
Dr. Wilsie S. Bishop Date
Vice President for Division Health Affairs

Paul E. Stanton, Jr. 4/5/10
Dr. Paul E. Stanton, Jr. Date
President

TENNESSEE BOARD OF REGENTS:

Mr. John Morgan Date
Chancellor



2009/2010
Agreement
03.10.072

Attn: Pam

CONTRACT
BETWEEN
EAST TENNESSEE STATE UNIVERSITY
AND
TENNESSEE RURAL HEALTH RECRUITMENT AND RETENTION CENTER
d/b/a/ The Rural Partnership

This Contract, by and between East Tennessee State University hereinafter referred to as "ETSU" and the Tennessee Rural Health Recruitment and Retention Center, Inc., (TRHRRC) d/b/a/ The Rural Partnership, hereinafter referred to as the "Contractee", is for the purpose of providing stipends to residents agreeing to practice in underserved communities of the State.

ETSU shall annually allocate funding according to TennCare graduate medical education federal funding to the Rural Partnership for the purpose of providing stipends for residents whose focus is Primary Care, including Family Medicine, Internal Medicine, Obstetrics and Gynecology, Pediatrics or another specialty approved by the Bureau of TennCare.

The Contractee is a not-for-profit corporation.

The Contractee's place of incorporation or organization is Tennessee.

A. CONTRACT TERM:

A.1. Term of Contract. This Contract shall be effective commencing on July 1, 2009 and ending June 30, 2010.

A.2. Term Extension.

ETSU shall have no obligation for services rendered by the Contractee, which are not performed within the specified period.

B. PAYMENT TERMS AND CONDITIONS:

B.1. Maximum Liability. In no event shall the maximum liability of ETSU under this Contract exceed the Three Hundred Twenty-One Thousand, Eight Hundred Fifty-Seven Dollars (\$321,857.00) allocated by TennCare for The Rural Partnership for recruitment and retention and shall be paid only upon review and prior approval by TennCare. This amount shall constitute the maximum amount due the Contractee for the service and all of the Contractee's obligations hereunder. The Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractee under this Contract.

B.2. Compensation Firm. Based on funding from the TennCare Bureau, the maximum liability of ETSU is not subject to escalation for any reason unless amended. The contract Budget amounts are firm for the duration of the contract and are not subject to escalation for any reason unless amended, except as provided in Section B.5.

B.3. Payment Methodology. The Contractee shall be compensated for actual, reasonable, and necessary costs based upon the Budget, not to exceed the maximum liability established in Section B. 1. Thenceforth upon progress toward the completion of the work as described in Section A. of this Contract, the Contractee shall submit invoices, in form and substance acceptable to ETSU, with all of the necessary supporting documentation for reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly. Invoices shall indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Contract to date. The final invoice shall indicate any balance due by ETSU to the Contractee, or, include a repayment to ETSU by the Contractee of payments in excess of allowable costs.

B.4. Travel Compensation. Reimbursement to the Contractee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations", as they are amended from time to time and subject to the Budget.

B.5. Budget Line-items. Expenditures, reimbursements, and payments under this Contract shall adhere to the Budget (*operating budget approved by TennCare*) The Contractee may request revisions of Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the total Contract amount. Budget line-item revisions may not be made without prior, written approval of ETSU in which the terms of the approved revisions are explicitly set forth. Any increase in the total Contract amount shall require a contract amendment.

B.6. Disbursement Reconciliation and Close Out. The Contractee shall submit a final contract disbursement reconciliation report within three (3) months of the end of the Contract. This report shall be submitted with a copy of certified public accountant's audit of the contract year in form and substance acceptable to ETSU. ETSU will not be responsible for the payment of invoices that are submitted to the State after the final Contract disbursement reconciliation report.

If total disbursements by ETSU pursuant to this Contract exceed the amounts permitted by the Section B., Payment Terms and Conditions of this Contract, the Contractee shall refund the difference to ETSU. The Contractee shall submit said refund with the final contract disbursement reconciliation report.

The Contractee must close out its accounting records at the end of the Contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

B.7. Indirect Cost. The Contractee shall not seek reimbursement for indirect costs.

B.8. Cost Allocation. All costs to be reimbursed under this Contract are considered joint costs involving allocation to more than one university contractor. Such costs shall be allocated and reported in accordance with the distribution formula used under the TennCare Graduate Medical Education contracts. The final certified public accountant audit shall confirm that this cost allocation formula was used.

B.9. Invoice Requirements. The Grantee shall invoice ETSU quarterly, with all necessary supporting documentation to:

East Tennessee State University
Department of Finance and Administration
Box 70420,
Johnson City, TN 37614

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
 - (1) Invoice/Reference Number (assigned by the Grantee);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which the reimbursement request is applicable);
 - (4) Grantee Name;
 - (5) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant contract);
 - (6) Grantee Remittance Address;
 - (7) Grantee Contract (name, phone, and/or fax for the individual to contact with invoice questions);
 - (8) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
 - i. Reimbursement Account Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State comprehensive Travel Regulations");
 - ii. Amount Reimbursed by Grant Budget Line-Item to Date;
 - iii. Total Amount Reimbursed under the Grant contract to Date; and
 - iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.
- b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:
 - (1) Include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant budget and any other provision of this Grant Contract relating to allowable reimbursements; and
 - (2) not include any reimbursement requests for future expenditures.
- c. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer

Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant contract until the State has received this completed form.

B.10. Payment of Invoice. The payment of the invoice by ETSU shall not prejudice ETSU's right to object to or question any invoice or matter in relation thereto. Such payment by ETSU shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

B.11. Unallowable Costs. The Contractee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by ETSU, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs.

B.12. Deductions. ETSU reserves the right to deduct from amounts which are or shall become due and payable to the Contractee under this or any Contract between the Contractee and ETSU any amounts which are or shall become due and payable to ETSU by the Contractee.

B.13. Automatic Deposits. The Contractee shall complete and sign an "Authorization the Contractee by the State. Once this form has been completed and submitted to ETSU by the Contractee all payments to the Contractee, under this or any other contract the Contractee has with ETSU shall be made by Automated Clearing House (ACH). The Contractee shall not invoice ETSU for services until the Contractee has completed this form and submitted it to the State.

C. STANDARD TERMS AND CONDITIONS:

C.1. Required Approvals. ETSU is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee State laws and regulations.

C.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

C.3. Termination for Convenience. ETSU may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by ETSU. ETSU shall give the Contractee at least thirty (30) days written notice before the effective termination date. The Contractee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall ETSU be liable to the Contractee for compensation for any service which has not been rendered. The final decision as to the amount for which ETSU is liable, shall be determined by ETSU. Should ETSU exercise this provision, the Contractee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

C.4. Termination for Cause. If the Contractee fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractee violates any terms of this

Contract, ETSU shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractee shall not be relieved of liability to ETSU for damages sustained by virtue of any breach of this Contract by the Contractee.

- C.5. Subcontracting. The Contractee shall not assign this Contract or enter into a subcontract for any of the service performed under this Contract without obtaining the prior written approval of ETSU. If such subcontracts are approved by ETSU, they shall contain, at a minimum, sections of this Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability and Public Notice, and Licensure (Sections C.6., C.7., C.8., C.9., and C.10.). Notwithstanding any use of approved subcontractor, the Contractee shall be the prime contractor and shall be responsible for all work performed.
- C.6. Conflicts of Interest. The Contractee warrants that no part of the total Budget shall be paid directly or indirectly to an employee or official of ETSU as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractee in connection with any work contemplated or performed relative to this Contract, except as indicated as a sub-contracted item with ETSU in the Scope of Services in Section A.
- C.7. Lobbying. The Contractee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal Contract, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, loan, or cooperative agreement, the Contractee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- C.8. Nondiscrimination. The Contractee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractee shall, upon request show proof of such nondiscrimination

and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- C.9. Public Accountability. If this Contract involves the provision of services to citizens by the Contractee on behalf of ETSU, the Contractee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractee agrees to display a sign stating:

“NOTICE: This Contractee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller’s toll free hotline: 1-800-232-5454”.

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Contract supported services.

- C.10. Licensure. The Contractee and its employees and all sub-Contractees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- C.11. Records. The Contractee shall maintain documentation for all charges against ETSU under this contract. The books, records, and documents of the Contractee, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Contract Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- C.12. Monitoring. The Contractee’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by ETSU, the State, the Comptroller of the Treasury, or their duly appointed representatives.
- C.13. Progress Reports. The Contractee shall submit brief, periodic, progress reports quarterly to ETSU to accompany the invoices under Section B.3.
- C.14. Annual Report and Audit. The Contractee shall prepare and submit, within three (3) months after the close of the reporting period, an annual report of its activities funded under this Contract and shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller’s duly appointed representative. When an audit is required, the Contractee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Contract Funds* published by the Tennessee Comptroller of the Treasury. The Contractee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit

prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- C.15. Procurement. If the other terms of this Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Contractee's compliance with applicable federal procurement requirements.

The Contractee shall obtain prior approval from ETSU before purchasing any equipment under this Contract.

- C.16. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- C.17. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent, contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- C.18. ETSU Liability. ETSU shall have no liability except as specifically provided in this Contract.

- C.19. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics, or any other similar cause.

- C.20. State and Federal Compliance. The Contractee shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

C.21. Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*. Sections 9-8-101 through 9-8-407.

C.22. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained therein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

C.23. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, terms and conditions of this Contract are declared severable.

C.24. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.

D. **SPECIAL TERMS AND CONDITIONS:**

D.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

ETSU:

East Tennessee State University
Department of Finance and Administration
Box 70420, Johnson City, TN 37614
(423) 439-6318
(423) 439- 8854 Fax

The Contractee:

The Rural Partnership
500 Interstate Boulevard South, Suite 203
Nashville, TN 37210-4634

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier

service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. EST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

D.3. Subject of Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the contract upon written notice to the Contractee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractee shall cease all work associated with the Contract. Should such an event occur, the Contractee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Voluntary Buyout Program. Contractee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, ETSU understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State university would not be appropriate, and in such cases the State may refuse ETSU personnel. Inasmuch, it shall be the responsibility of the State to review ETSU personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, ETSU may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resource

D.5. Equipment Acquisition. This Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Contract.

- F.6. Work Papers Subject to Review. The Contractee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by ETSU and the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- D.7. Prohibited Advertising. The Contractee shall not refer to this Contract or the Contractee's relationship with ETSU hereunder in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed.
- D.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractee by ETSU or acquired by the Contractee on behalf of ETSU shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractee of this Contract; previously possessed by the Contractee without written obligations to ETSU to protect it; acquired by the Contractee without written restrictions against disclosure from a third party which, to the Contractee's knowledge, is free to disclose the information; independently developed by the Contractor without the use of ETSU's information; or, disclosed by ETSU to others without restrictions against disclosure. Nothing in this paragraph shall permit the Contractee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractee due to intentional or negligent actions or inactions of agents of ETSU or third parties. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- D.9. HIPAA Compliance. The Contractee warrants to ETSU that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. Contractee warrants that it will cooperate with ETSU in the course of performance of the contract so that both parties will be compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractee will sign any documents that are reasonable necessary to keep ETSU and Contractee in compliance with HIPAA, including but not limited to business associate agreements.
- D.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995", the Contractee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Contractee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the

prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

D.11. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify ETSU; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

D.12. Hold Harmless. The Contractee agrees to indemnify and hold harmless ETSU as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractee, its employees, or any person acting for or on its or their behalf relating to this contract. The Contractee further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of the Contract or otherwise enforce the obligations of the Contractee to ETSU.

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

D.13. Debarment and Suspension. The Contractee certifies, to the best of its knowledge and belief, that it and its principles:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

D.14. Federal Economic Stimulus Funding. This Grant Contract requires ETSU to provide products and/or services that are funded in whole or in part under the American Recovery and

Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). ETSU is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that ETSU provides information to the State as required.

ETSU and Contractee shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The subrecipient, Contractee, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Grant Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements.
 - i. ETSU must report on use of Recovery Act funds provided through this Grant Contract. Information from these reports will be made available to the public.
 - ii. The subrecipient, Contractee, must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Grant Contract funded with Recovery Act funds.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is

evidence of one or more of the following related to the implementation or use of covered funds:

- i. gross mismanagement,
- ii. gross waste,
- iii. substantial and specific danger to public health or safety,
- iv. abuse of authority, or
- v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Grant Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: ETSU and Contractee shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access of Government Accountability Office. ETSU and Contractee shall provide that the Comptroller General and his representatives are authorized:
 - i. to examine any records of the ETSU or Contractee, that directly pertain to, and involve transactions relating to, this Grant Contract or a subcontract; and
 - ii. to interview any officer or employee of ETSU or Contractee regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general’s website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that

is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Grant Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
 - i. to examine any records, of the ETSU or Contractee, that pertain to and involve transactions relating or pursuant to this Grant Contract; and
 - ii. to interview any officer or employee of the ETSU or Contractee regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Grant Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Grant Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Grant Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- f. Both parties agree to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

E.1. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the

services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

IN WITNESS WHEREOF:

THE RURAL PARTNERSHIP:

William P. Jolley 3-15-10
Mr. William Jolley Date
President

EAST TENNESSEE STATE UNIVERSITY:

W. B. Bishop 3/16/10
Dr. Wilsie S. Bishop Date
Vice President for Division Health Affairs

Paul E. Stanton, Jr. 2/29/10
Dr. Paul E. Stanton, Jr. Date
President

TENNESSEE BOARD OF REGENTS:

Charles Manning 5/14/10
Dr. Charles W. Manning Date
Chancellor

ATTESTATION RE: PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	03.10.072
CONTRACTOR LEGAL ENTITY NAME:	Tennessee Rural Health Recruitment and Retention Center
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	23-3037016

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE: 

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

mailed
5/3/10



April 13, 2010

Dr. Charles W. Manning, Chancellor
Tennessee Board of Regents
1415 Murfreesboro Road, Suite 350
Nashville, TN 37217

Dear Dr. Manning:

We request your approval for the contract between East Tennessee State University, Quillen College of Medicine and the Tennessee Rural Health Recruitment and Retention Center. The contract for The Retention Center is included in our contract with the TennCare Bureau for the TennCare GME funding. In the 2008-2009 year, a contract was not issued to the Tennessee Rural Health Recruitment and Retention Center since the TennCare Bureau had determined that they had adequate cash on hand. We were expecting there would be no contract between East Tennessee State University Quillen College of Medicine and the Rural Health Recruitment and Retention Center during the 2009-2010 fiscal year. We were just recently notified by the TennCare Bureau that funding would be made available to the Rural Health Recruitment and Retention Center upon submission of invoices to be approved by the TennCare Bureau prior payment. We have received approval from the TennCare Bureau for payment to the Tennessee Rural Health Recruitment and Retention Center. In order to make the payment, the contract needed to be completed. The TennCare Bureau approval of payment is the cause for the delay in the contract and back dating to July 1, 2009.

If there are any questions regarding this matter, I look forward to discussing them with you.

Sincerely,

Paul E. Stanton, Jr.
President

PES/GLW/ts

c Dr. Philip Bagnell
Dr. David Collins
Dr. Wilsie Bishop