

June 30, 2020

Ms. Krista Casner  
Executive Director  
Fiscal Review Committee  
320 Sixth Avenue, North-8<sup>th</sup> Floor  
Nashville, TN 37243-0057

Dear Ms. Casner:

In October 2019, the Health Science Center engaged Blue Icon Advisors (a consulting service provided by the National Association of Student Financial Aid Administrators – NASFAA) to assist in transforming our financial aid function to a more efficient and student-centered service. Blue Icon was selected after a review of available consultants to provide the type of review required, including the expertise of financial aid issues for health professional students.

The contract provided that Blue Icon would perform an operational review of the Financial Aid Office and provide a temporary Director of Financial Aid to assist in the implementation of the operational review recommendations. With the recommendations in hand, the HSC would plan to initiate a search for a well-qualified individual to serve as the permanent Director. In December, the contract was increased in order to provide a specialized training program to the office staff. With the onset of the Covid-19 pandemic, the search for a permanent director was put on hold and the contract was extended and allowed for remote management as the campus adapted to the new environment.

The following shows the progression of the contract to date:

Date	UT Contract #	Description	Contract End Date	Maximum Liability
October 2019	#9500084849	Initial contract	03.31.20	\$130,000
January 2020	#9500086895	Adds training	03.31.20	\$145,000
February 2020	#9500088933	Allows for remote (vs. on-site) management	03.31.20	\$145,000
March 2020	#9500089471	Extends and increase maximum	06.30.20	\$201,000
June 2020	#9500091759	Extends and increases maximum	08.31.20	\$245,000

Ms. K. Casner  
Blue Icon Amendment  
June 30, 2020  
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The HSC proposes one more extension and increase in the maximum liability of this contract. The amendment would continue the remote management and provide that Blue Icon will guide a search for a permanent director through a separately hired search firm who specializes in student service-related positions. The contract would be extended through November 30, 2020 and add \$65,000 for a total maximum liability of \$310,000.

I hope this letter and the attached documents adequately present the justification for this amendment. As always, please let me know if you have questions or need additional information.

Sincerely,



Anthony A. Ferrara, CPA, MAS  
Senior Vice Chancellor for Finance & Administration  
Chief Financial Officer

AAF/

\\VOLUME5\FINANCE\VICECHANCELLOR\GENERAL LETTERS\2020\CASNER BLUE ICON AMENDMENT\CASNER BLUE ICON.DOCX

Enclosures

cc: Meagan Jones  
Mark Paganelli  
Trent W. Pitts

CONSULTING SERVICES AMENDMENT

July 24, 2020

This Amendment is to the Standard Payable Agreement between the University of Tennessee (“University”) and Blue Icon Advisors (“Blue Icon”), which Contract was entered into on October 22, 2019 (UT Contract # 9500084949, as amended by #9500086895, #9500088933, #9500088933 and #9500091759).

BE IT KNOWN that the undersigned parties, for good consideration, agree to the amendments outlined below. These changes shall be as valid as if part of the original agreement.

This document amends the “Financial Aid Consulting: Remote Support in Preparation for New Leadership” proposal signed on February 28, 2020, and amended on March 23, 2020 and June 29, 2020, to:

- Extend the ending date for remote support from August 31, 2020, to November 30, 2020.
- Add “Part 4: Secure a Full-Time Permanent Financial Aid Director with Napier Executive Search Services” as outlined on page 2 of this amendment. **UTHSC will execute a separate agreement directly with the search firm for the services.**
- Blue Icon’s fee to support the institution with the search process for three months is \$7,000.
- Increase the maximum liability in section B(1)(i) from \$245,000 (as amended on June 29, 2020, via signed addendum) to \$310,000.

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Part 4: Secure a Full-Time, Permanent Financial Aid Director with Napier Executive Search

Blue Icon Advisors has served as the interim financial aid leader for over six months and has ensured that office operations and compliance are supported and provided opportunities for the consultant to continue coaching staff on effective strategies to utilize and manage situations in preparation for the arrival of a new financial aid director. It is time to secure the new, permanent financial aid leader.

Blue Icon Advisors recommends Napier Executive Search ([www.napiersearch.com](http://www.napiersearch.com)) to conduct your search for a new financial aid director. The process will include discovery with the school and Blue Icon Advisors; advertising in local, regional, and national sources; assessment of application materials; and assisting the school with video and on-site interviews. The search process will take approximately three months.

Once the new director begins work at UTHSC, Blue Icon will continue providing remote assistance for two to four weeks to ensure a smooth transition from the interim leader to the permanent one.

**Search Firm Fees:**

Napier Executive Search charges institutions a flat \$33,000 fee for search services, payable in accordance with the agreement executed between the school and the search firm. **To begin the search process by August 1, expedited payment is requested as prepayment is required before the search can begin.**

No other terms or consideration of the original contract are negated or changed as a result of this addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

*University of Tennessee Health Science Center*

Signature	Date
David L. Miller, Sr. Vice President/CFO	

*Blue Icon Advisors, LLC*

Signature	Date
Amanda Sponholtz, Director of Operations	

# CONTRACT SUMMARY SHEET

021406

<b>RFS #</b>		<b>Contract #</b>											
N/A		N/A											
<b>State Agency</b>		<b>State Agency Division</b>											
University of Tennessee		Health Science Center											
<b>Contractor Name</b>		<b>Contractor ID # (FEIN or SSN)</b>											
Blue Icon Advisors		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- <span style="background-color: black; color: black;">XXXXXXXXXX</span>											
<b>Service Description</b>													
Consulting services for on-site operational review and interim leadership regarding operational and student service review focusing on financial aid functions and supervision of director search.													
<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>										
10/14/19	8/31/20	Vendor											
<b>Mark Each TRUE Statement</b>													
<input type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts											
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Funding Grant Code</b>										
332.3	N/A	N/A	N/A										
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>										
2020	\$ 201,000.00												
2021	\$ 44,000.00												
<b>TOTAL:</b>	\$ 245,000.00	\$ -	\$ -										
<b>— COMPLETE FOR AMENDMENTS ONLY —</b>													
<b>FY</b>		<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>										
2020		\$201,000.00											
2021		\$44,000.00	\$65,000.00										
<b>TOTAL:</b>		\$ 245,000.00	\$ 65,000.00										
<b>End Date</b>		10/14/19	11/30/20										
<table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> African American</td> <td><input type="checkbox"/> Person w/ Disability</td> <td><input type="checkbox"/> Hispanic</td> <td><input type="checkbox"/> Small Business</td> <td><input type="checkbox"/> NOT disadvantaged</td> </tr> <tr> <td><input type="checkbox"/> Asian</td> <td><input type="checkbox"/> Female</td> <td><input type="checkbox"/> Native American</td> <td colspan="2"><input type="checkbox"/> OTHER minority/disadvantaged—</td> </tr> </table>				<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged	<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged									
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—										
<b>Contractor Selection Method</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)													
<input type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation											
<input checked="" type="checkbox"/> Non-Competitive Negotiation		<input type="checkbox"/> Negotiation w/ Government(eg,ID,GG,GU)											
		<input type="checkbox"/> Alternative Competitive Method											
		<input type="checkbox"/> Other											
<b>Procurement Process Summary</b> (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)													
<p>Based on timeframe and services to be provided, vendor was determined to be best available source.</p>													

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Anthony A. Ferrara	*Contact Phone:	901-448-5523		
*Presenter's name(s):	Anthony A. Ferrara				
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	10/14/19	*Current or Proposed End Date:	11/30/20		
Current Request Amendment Number: <i>(if applicable)</i>	5				
Proposed Amendment Effective Date: <i>(if applicable)</i>	09/01/2020				
*Department Submitting:	University of Tennessee				
*Division:	Health Science Center				
*Date Submitted:	June 30, 2020				
*Submitted Within Sixty (60) days:					
<i>If not, explain:</i>					
*Contract Vendor Name:	University Health Clinic				
*Current or Proposed Maximum Liability:	\$310,000				
*Estimated Total Spend for Commodities:	\$				
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2020	FY: 2021	FY:	FY:	FY:	FY
\$ 201,000.00	\$44,000	\$	\$		\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY:2020	FY:	FY:	FY:	FY:	FY
\$152,812.61	\$	\$	\$		\$
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:					

Supplemental Documentation Required for  
Fiscal Review Committee

<b>*Contract Funding Source/Amount:</b>			
State:	\$310,000	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If "other" please define:			
If "interdepartmental" 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>	
January 2, 2020		Added training to the SOW	
February 28, 2020		Added Remote Assistance and Weekly Review	
March 25, 2020		Increased remote support, extend end date.	
June 29, 2020		Amendment to provide support for director search, extend end date	
Method of Original Award: <i>(if applicable)</i>		No bid	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$130,000.00	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		Based on timeframe and services to be provided, vendor was determined to be best available source.	



## The University of Tennessee Standard Payable Agreement

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This standard accounts payable agreement is dated October 5, 2019 (effective date), and is between The University of Tennessee, an instrumentality of the State of Tennessee on behalf of its Health Science Center (“University” or “Institution”), and Blue Icon Advisors (“Contractor” or “Consultant”).

The parties agree as follows:

A. Term:

1. Term: The term of this agreement begins on 10/14/2019 and ends on 3/31/2020.

B. Financial:

1. Compensation: The Contractor’s Scope of Work is as follows: See Schedule 1.
  - i. The University’s maximum liability for this engagement is \$130,000, which includes fees and travel expenses.

2. Invoices:

- i. Required: Contractor shall invoice the University.
- ii. Invoice Contents: Contractor must include the following information on its invoices under this agreement:
  1. A description of delivered goods or services provided and invoiced, including identifying information as applicable;
  2. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  3. Amount due for each compensable unit of good or service; and
  4. Total amount due for the invoice period.
- iii. Late Payment: University’s payment will not be considered late unless University pays later than 45 calendar days after receiving Contractor’s invoice.

3. Records; Audit:

- i. Records: Contractor shall maintain records for all expenses for which Contractor invoices the University under this agreement. Contractor shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
- ii. Audit: During the term of this agreement and for 3 years after the last payment from the University to Contractor under this agreement, the State of Tennessee Comptroller or the University’s internal audit, or both, may audit Contractor’s records that relate to this agreement.
- iii. Assistance: Contractor shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Contractor complies with its obligations under this agreement.

C. Compliance:

1. Conflicts of Interest:

- i. Contractor states that no part of the Contractor's compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract
- ii. Contractor states that this Contract is immediately void if the Contractor is, or within the past 6 months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.

2. Iran Divestment Act: The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, are a material provision of this agreement. Contractor hereby certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

3. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Contractor hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.

4. Tennessee Department of Revenue: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Contractor hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.

5. Debarment: Contractor hereby attests that the following are true statements:

- i. Contractor is not currently debarred by the U.S. federal government.
- ii. Contractor is not currently suspended by the U.S. federal government.
- iii. Contractor is not currently named as an "excluded" Contractor by the U.S. federal government.

6. Background Checks:

- i. General Obligation: Contractor will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For purposes of this agreement, "criminal conduct" means (a) that the person is listed on any state's sexual offender registry; (b) that person is listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.
- ii. Prompt Background Checks: If the University requests, Contractor must perform a comprehensive criminal background check on any Contractor employee or subcontractor.

7. Premises Rules: When Contractor is physically present on University property, Contractor shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and in act full compliance with, University's rules, policies, and procedures (collectively referred to as "rules."). For example, Contractor shall ensure that it complies with the University's applicable rules regarding safety, smoking, noise, access restrictions, parking, security, and consideration for minors (students and University visitors under age 18).
8. Conduct: Contractor shall make reasonable efforts to ensure that Contractor's employees and sub-contractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Contractor must report, within 24 hours, to the University's Office of Procurement Services any complaints about Contractor's employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or drug use (e.g. Contractor's employee emits smells that indicate that the individual consumed alcohol recently).

D. Insurance: Contractor shall comply with Schedule 2 (Insurance).

E. General:

1. Assignment: This agreement is personal to Contractor. Accordingly, Contractor may not assign any rights or delegate any duties under this agreement without prior written permission from the University.
2. Independent Contractor: The parties intend for their relationship to that of independent contractors. Contractor acknowledges that it is not an employee of University.
3. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
4. Use of University Intellectual Property: Except as allowed in this section, Contractor shall not use the University's name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During and after the term of this agreement, Contractor may list the University's name in Contractor's list of clients.
5. Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
6. Severability: The parties intend as follows:
  - i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
  - ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and

- iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
- 7. Amendment; Waiver: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
- 8. Counterparts: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
- 9. Force Majeure: Neither party's delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
- 10. Notice:
  - i. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
  - ii. Subject to sub-section (iv) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received upon documented delivery.
  - iii. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Contractor:**

Amanda J. Sponholtz  
Blue Icon Advisors  
c/o NASFAA  
1801 Pennsylvania Avenue, NW, Suite 850  
Washington, DC 20036-3606

**University:**

Anthony A. Ferrara  
Senior Vice Chancellor / Chief Financial Officer  
62 S. Dunlap Street, Suite 300A  
Memphis, TN 38163

Legal notices only; do not send invoices to this address:

The University of Tennessee  
62 S. Dunlap, Suite 320  
Memphis, TN 38163  
ATTN: Office of Business Contracts  
Email: contracts@uthsc.edu

- iv. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

F. Termination:

1. For Cause: Either party may terminate this Agreement prior to its expiration by giving the other party written notice of termination for a material breach of the obligations of the other party, which breach has not been cured to the reasonable satisfaction of the party giving notice of termination within thirty (30) days, or such other amount of time as is reasonable under the circumstances.
2. Unrestricted Right: Either party may terminate this agreement for any reason by giving the other party at least 30 days' prior notice.
3. Work: If University terminates this agreement, upon receipt of University's notice of termination, Contractor shall immediately stop all work under this agreement.
4. Compensation: In the event of any termination, the Institution will pay for the Services completed by Consultant up to the effective date of termination. Termination of this Agreement shall not release or discharge either party from any obligation, debt (such as travel expenses), or liability which shall have previously accrued and remains to be performed upon the date of termination.

- G. Entire Agreement: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Contractor maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University or any University employee.

H. Third-Party Servicer Covenants

1. The parties acknowledge that the Services to be provided under this Agreement may qualify Consultant as a third-party servicer under Title IV of the Higher Education Act of 1965 ("HEA"). As such, Consultant covenants to:
  - i. Consultant agrees to be jointly and severally liable for any liability of the Institution as to any violation of Title IV, HEA requirements resulting from the functions performed by the Consultant (34 CFR 668.25(c)(3));
  - ii. Comply with all applicable statutory, regulatory, and other requirements, including but not limited to statutory provisions of or applicable to Title IV of the HEA and all subsequent reauthorizations, the Federal Family Education Rights and Privacy Act, the Federal Red Flags Rule, and corresponding regulations, and all other regulatory provisions

- prescribed under any statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that Consultant administers under any Title IV HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program (34 CFR 668.25(c)(1));
- iii. Comply with the reporting requirements for fraud or other criminal misconduct (34 C.F.R. § 668.25(c)(2));
  - iv. Confirm the eligibility of a student before disbursing Title IV, HEA funds to a student and to calculate and return any unearned Title IV, HEA funds in accordance with the provisions of 34 CFR 668.21 and 668.22 if Consultant is involved in the process of disbursing Title IV, HEA funds (34 CFR 668.25(c)(4)); and
  - v. Return to the Institution all records, and Title IV funds (when applicable) in Consultant's possession pertaining to the Institution's participation in the program or programs if Consultant or Institution terminates the contract, if Consultant stops providing services for the administration of a Title IV program, or if Consultant files a petition under the Bankruptcy code (34 CFR 668.25(c)(5)).
2. Department of Education Notice. Institution will comply with all applicable reporting requirements for the Department of Education of all third-party servicing contracts regarding Federal Title IV funds on the institutions' Application for Approval to Participate in Federal Student Aid Programs (E-App) (34 CFR 668.25(e)).
  3. Required Third Party Servicer Information Disclosure. The name, address, and primary phone number of Consultant, as well as the name, title, phone number, and email address of the president or chief executive officer of Consultant, are as follows:

Full Name: Blue Icon Advisors, LLC  
1801 Pennsylvania Ave, NW, Suite 850  
Washington, DC 20006-3606  
Executive Director: Mindy Kaplan Eline  
Phone Number: 202-785-6950  
Email: [elinem@nasfaa.org](mailto:elinem@nasfaa.org)

#### I. Confidential Information

1. The Consultant acknowledges that in the course of performing Services for the Institution under this Agreement, Consultant and its officers, directors, employees, subcontractors, or agents may be exposed to information, materials, and property related to the Institution and its activities that may be confidential or proprietary, including but not limited to financial information, procedures, manuals, trade secrets, constituent information and mailing lists, software, processes, copyrights, logos, trademarks, and trade names. All information which the Institution has a reasonable basis to consider confidential, or which is reasonably treated by the Institution as being confidential, shall be presumed to be confidential.
2. The Consultant will respect and maintain the confidentiality of the Institution's confidential information, using the same level of protection that the Consultant would use to protect the confidentiality of the Consultant's own confidential information, but in no event less than reasonable care. Consultant shall not use or disclose, or cause or allow to be used or disclosed, at any time during or subsequent to the term of this Agreement, any confidential information of the

Institution, whether or not developed by or included in reports or information provided by Consultant, without prior written consent of the Institution.

3. Consultant will require any of its employees, subcontractors or agents assigned to perform Services for the Institution to sign a confidentiality agreement that protects the Institution's confidential information from disclosure and shall provide copies of these agreements to the Institution upon request.
4. The Institution authorizes Consultant to include non-identifiable institutional data in empirical studies addressing the financial aid delivery system. The Consultant agrees to obtain Institution's approval of all data prior inclusion in such studies. The Institution understands the data provided will be used to develop national standards and benchmarks for financial aid administration.
5. Notwithstanding the foregoing, the Consultant and the Institution acknowledge that Consultant may disclose confidential information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Consultant may also disclose confidential information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of confidential information that are expressly allowed by 18 U.S.C. § 1833(b).
6. The provisions of this Section 4, "Confidential Information," shall survive the termination or expiration of this Agreement.

#### J. OWNERSHIP

1. Except as otherwise specified in the Scope of Work, any deliverables or other work product produced by the Consultant pursuant to the Scope of Work of this Agreement (the "Work") will be considered "work(s) made for hire," and the property of the Institution. To the extent that any of the Work may not, by operation of law, be considered work made for hire, this Agreement will constitute an irrevocable assignment by Consultant to Institution of the ownership of, and all rights in, the Work, including but not limited to all rights of copyright, trade secret, and trademark.
2. The Consultant agrees to give the Institution or its designees all assistance reasonably required to perfect its rights of ownership in the Work. If Consultant uses any subcontractors in performing the Services for the Institution, Consultant will obtain assignments of rights as necessary to convey all rights in and to the Work to the Institution as provided herein.
3. In performing the Scope of Work, the Consultant may use preexisting work or materials owned by the Consultant or others ("Consultant Materials"). As between Consultant and Institution, all right in and to the Consultant Materials shall remain with Consultant, and no transfer of ownership shall be affected. The Institution shall be licensed to use the Consultant Materials as specified in the Scope of Work.

**K. NON-SOLICITATION**

The Institution acknowledges that Consultant’s employees, subcontractors, and/or agents who provide the Services to the Institution under the Agreement (“Restricted Staff”) are key assets of Consultant. Accordingly, the Institution shall not solicit or hire or enter into an agreement with any Restricted Staff to perform independent consultation or similar services for the Institution during the term of this Agreement and for a period not less than one (1) year from the date this Agreement expires or terminates for any reason.

**L. FERPA**

The Institution is subject to the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) and related regulations of the U.S. Department of Education (34 C.F.R. Part 99) regarding access to and privacy of certain student records. The Consultant is responsible for complying with these requirements to the same extent as Institution. The Consultant will indemnify and hold the Institution, its trustees, officers, and employees harmless for any violation of FERPA by the Consultant.

**M. Disputes**

The parties agree to work together in good faith to resolve any controversy or claim arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any portion thereof, is invalid, illegal or otherwise voidable.

Agreed: The parties are signing this agreement on the effective date listed in the introductory clause of this agreement.

**The University of Tennessee**

**Contractor**

DocuSigned by:  
*David L. Miller*  
3AAA731D612346F...

DocuSigned by:  
*Amanda J. Sponholtz*  
3D0D7A10A5964D3...

David L. Miller  
Chief Financial Officer

Amanda J. Sponholtz  
Director of Operations

Date: 10/22/2019 | 07:43:01 PDT

10/16/2019  
Date: \_\_\_\_\_

### Schedule 1: Scope of Work and Financial

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1. Scope of Work: See Schedule 1A
2. Compensation: The University's maximum liability for this engagement is \$130,000, which includes fees and travel expenses.
3. Travel: University will reimburse Contractor under University travel policy

Schedule 1



# Financial Aid Consulting: Stabilizing Operations in Preparation for New Leadership

*University of Tennessee Health Science Center*

**Prepared For**

Anthony Ferrara, Chief Financial Officer

**Proposal Date**

September 30, 2019

**Prepared by**

Mandy Sponholtz, Director of Operations

## **Deliverables/Project Plan**

The proposal outlined below is broken down into three parts: an on-site operational review and interim leadership. In response to the urgency expressed, and to maximize resources and time, we will propose conducting these three parts simultaneously.

### Part 1: Operational Review

Two consultants will visit the school for five days to conduct an operational and student service review, which will jump start the work performed by the interim leader (see Part 2). Our team will gather information via student and staff interviews and surveys, documentation requests, and website research. Some of these tasks may take place prior to the on-site visit. The review will focus on financial aid functions, not the student services division as a whole. If findings arise that originate from or affect other offices within student services, however, we will address those issues as they become evident. Evaluating Title IV compliance will occur with the interim leader.

#### *Tasks*

- Research may include, but is not limited to:
  - Examining established policies and procedures.
  - Reviewing academic and financial aid calendars.
  - Evaluating published website and consumer information.
  - Analyzing student-facing communications.
  - Conducting student and staff surveys.
  - Reviewing organizational structure and job descriptions.
  - Examining previous audit findings and responses.
- On-site visit may include, but is not limited to:
  - Leading an entrance interview with key stakeholders.
  - Facilitating interviews with staff in the financial aid office and other campus colleagues.
  - Conducting an exit interview to present recommendations for immediate change.

#### *Objectives*

- Identify changes that can be implemented quickly to maximize efficiency and student service in spring 2020.
- Provide recommendations to implement best practices and increase efficiency and improve customer service in financial aid operations.

#### *Deliverables*

- A short-term change implementation plan.

### Part 2: Install a Change Agent/Interim Leader

Based on our current understanding of the situation, we propose providing on-site interim leadership until the new permanent director is hired. The interim leader will help minimize risk for non-compliance and assist staff with implementing the recommendations identified during the on-site visit. This individual will be part of the team visiting the campus, as outlined in Part 1, but will focus on learning the inner workings of the financial aid office. The interim leader will come to campus four days per week to address compliance issues, provide training, direct the staff on implementing changes, work with institutional leadership, and participate in the hiring of and transitioning to the permanent director.

*Tasks*

- Provide an on-site interim leader four days per week (typically Monday through Thursday) through January 17, 2020.
  - If a new director is not hired by this time, Blue Icon and the school can discuss extending the ending timeframe.

*Objectives*

- Serve as a trusted resource for questions, coaching, and consultation.

*Deliverables*

- Support the execution of short-term recommendations to increase efficiency, ensure Title IV compliance, and improve customer service.
- Prepare the staff, leadership, and new director for a successful transition.
- A report summarizing all completed tasks and providing a review of comprehensive findings no later than 45 business days after completion. This report will be a valuable resource for the new permanent director to implement long-term changes.

**Blue Icon Advisors Team**

Tony Erwin, Principal Consultant  
 Tammy Harrison, Senior Consultant  
 Mandy Sponholtz, Director of Operations  
 Independent Consultant(s), as needed

You may read more about our team members and their qualifications online:

[https://www.nasfaa.org/blueicon\\_team](https://www.nasfaa.org/blueicon_team).

**Timeline**

The following *estimated* timeline is based on the services contract being signed by University of Tennessee Health Science Center by October 4, with a project launch date of October 14. Blue Icon Advisors will adjust the timeline to accommodate the Institution’s milestones, leadership meetings, and other important dates, as possible. If the launch is delayed, the project timeline will be adjusted appropriately.

<i>Project Element</i>	<i>Estimated Timeline</i>
Research	October
On-site visit	October
Install Change Agent/Interim Leader Assist with Hiring a New Director	November through January 17, 2020
Final report summarizing the engagement	March 2020

### **Blue Icon Advisors (the Consultant) Responsibilities**

The Consultant will provide the following:

- A highly-qualified Primary Consultant to execute and oversee the project.
- A laptop for the Primary Consultant to perform the tasks, unless otherwise specified or required by the institution for data access.
- A record of time spent on the project for Institution's review and verification.
- A final report summarizing the engagement.
- The backing of NASFAA's experience as a trusted advisor to the financial aid community for over 50 years.

### **Institution Responsibilities**

The Institution will provide the following, as applicable for the work:

- Time and personnel to facilitate the project.
- Demographic and/or other pertinent data by the deadline dates established by the Primary Consultant.
- Prompt responses to the Primary Consultant's inquiries.
- Time with staff to schedule meetings and other interviews.
- Time for the financial aid staff to complete an online employee assessment, if included in the scope of work.
- Adequate workspace and meeting space for the Primary Consultant, if an on-site visit is included in the scope of work.
- Access to software systems and equipment for both remote (e.g. videoconferencing) and on-site consultation, if required in the scope of work.

### **Materials and Limited Rights**

Blue Icon will provide the Institution with an electronic copy of the relevant project materials (e.g. training documents, project templates). The Institution may, at its own expense, provide participants with paper copies if it chooses. The school may share the electronic or print version of the materials with current employees and future employees once they begin employment. The institution agrees not to distribute materials to anyone who is not an active member of the staff at the time the materials are shared. Permission to share materials outside of the institution must be obtained in writing from Blue Icon Advisors.

### **Payment Schedule**

#### Part 1: Operational Review

The fee for the Operational Review will be \$25,000 excluding travel expenses. The Consultant will provide an invoice for quoted fees upon execution of the Consulting Agreement which is payable in accordance with the terms with the Agreement. Travel costs will be reimbursed in accordance with University travel policies which can be found at <https://uthsc.policymedical.net>

## Parts 2: Change Agent/Interim Leader

The fee will be a blended rate of \$125 per hour for time worked as an interim director on campus and a rate of \$62.50 per hour for time traveled to and from the institution each week. Travel costs will be reimbursed in accordance with University travel policies which can be found at <https://uthsc.policymedical.net>.

### **Glossary**

*Consultant Materials:* pre-existing work or materials owned by the Blue Icon Advisors LLC or NASFAA and non-transferrable to the Institution. The Consultant Materials may include:

- NASFAA and Blue Icon training materials. This includes a prohibition on:
  - Recording or simulcasting all or any part of the training.
  - Sharing photos of the training on the Internet (e.g. social media, public website).
  - Sharing the electronic training materials with others who are not active employees at the institution.
- NASFAA Standards of Excellence review program worksheets.
- Student surveys created and compiled by NASFAA and Blue Icon.
- Staff surveys created and compiled by NASFAA and Blue Icon.

*Primary Consultant:* The Institution's main contact during the project.

## Schedule 2: Insurance

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Workers Compensation (WC):	Statutory Limits – required in all contracts
Employers' Liability Each Accident	\$ 100,000
Employers' Liability Disease – each employee	\$ 100,000
Employers' Liability Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the Certificate Of Insurance:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation, General Liability and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.



**CONSULTING SERVICES ADDENDUM**  
**12/12/2019**

**This document is in reference to the Standard Payable Agreement dated October 5, 2019, between The University of Tennessee and Blue Icon Advisors.**

**BE IT KNOWN** that the undersigned parties, for good consideration, agree to the additions outlined below. These additions shall be as valid as if part of the original agreement.

This addendum amends the original Scope of Work to include three 8-hour days of intensive, on-site financial aid training by NASFAA’s training and regulatory staff. The fee for this training is \$10,000 plus travel expenses up to \$5,000.000. Travel time to and from the school is included in the flat rate. All expenses for travel will be reimbursed under University travel policy that can be found at the following:

<https://policy.tennessee.edu/wp-content/uploads//policytech/system-wide/fi/FI0705-Travel.pdf>.

An invoice for the full training fee will be provided upon execution of this agreement, payable in accordance with the terms of the original contract. An invoice for travel will be submitted within two weeks of the on-site visit, also payable in accordance with the terms of the original contract.

The training will include the following topics:

- Direct Loans (full day)
- Campus Based Aid (half day)
- Return of Title IV Funds (half day)
- Needs Analysis (half day)
- Professional Judgment (half day)

The University will compensate Contractor up to \$15,000. Other payment terms (Put N/A if none): N/A

The University’s maximum financial obligation under this Contract is \$145,000. University’s maximum financial obligation is not subject to increase for any reason, unless this Contract is amended by a written amendment that is signed by authorized officials of both parties.

No other terms or consideration of the original contract are negated or changed as a result of this addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

**Blue Icon Advisors LLC**

DocuSigned by:  
 By: *Amanda Spohnholtz* Date: 1/2/2020 | 07:40:37 PST  
 Amanda Spohnholtz, Director of Operations

**The University of Tennessee**

DocuSigned by:  
 By: *David L. Miller* Date: 12/23/2019 | 07:03:30 PST  
 Signature of Authorized Individual

Name: David L. Miller, Sr. Vice President/CFO

**THE UNIVERSITY OF TENNESSEE  
CONTRACT AMENDMENT**

This Amendment is to the Standard Payable Agreement between the University of Tennessee (“University”) and Blue Icon Advisors (“Blue Icon”), which Contract was entered into on October 22, 2019 (UT Contract # 9500084949 as amended by 9500086895).

This Contract Amendment consists of this cover page and 4 additional pages.

By mutual agreement, the University and Blue Icon agree to the following amendment:

1. Pursuant to the attached proposal dated February 20, 2020, Blue Icon will provide Remote Assistance and Weekly Review.
2. The period of performance for these additional services will begin March 1, 2020 and conclude March 31, 2020.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract Amendment executed by their duly authorized representatives.

**FOR BLUE ICON:**

**FOR UNIVERSITY:**

DocuSigned by:  
  
 \_\_\_\_\_  
3D0D7A10A5964D3...  
 Amanda J. Sponholtz  
 Director of Operations

DocuSigned by:  
  
 \_\_\_\_\_  
64F12EDA98B0463...  
 Anthony A. Ferrara  
 Sr. Vice Chancellor for Finance and Administration  
 Chief Financial Officer

2/28/2020 | 12:39:08 PST  
 \_\_\_\_\_  
 Date

2/28/2020 | 11:33:02 PST  
 \_\_\_\_\_  
 Date



# Financial Aid Consulting: Remote Support in Preparation for New Leadership

*University of Tennessee Health Science Center*

**Prepared For**

Anthony Ferrera, Chief Financial Officer

**Proposal Date**

February 20, 2020

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*Trusted Advisors to the Financial Aid Community.*

NASFAA  
1801 Pennsylvania Ave., NW, Suite 850  
Washington, DC 20036-3606  
202-785-0453

## **Background and Objectives**

Blue Icon Advisors has provided three months of on-campus interim leadership to the University of Tennessee Health Science Center to support financial aid administration. To support continued stability and improvement, Blue Icon Advisors proposes the consultant continue to work with the institution by providing remote support in preparation for a new permanent director.

## **Deliverables/Project Plan**

The proposal outlined below is broken down into three parts: providing strategically focused remote consultation as needed, maintaining a relationship that supports the office's operational and compliance progress with a regular review of activities, and the availability for limited on-site consultation.

### Part 1: Remote Assistance

The consultant will be accessible remotely on an as needed, hourly basis for up to 16 hours per week to provide on-call consultation. The consultant will be available to assist the financial aid staff with resolving unexpected operational and compliance challenges and continue guiding staff on identifying challenges and developing strategies to overcome issues. The remote support ensures that office operations and compliance are supported and provides opportunities for the consultant to continue coaching staff on effective strategies to utilize and manage situations in preparation for the arrival of a new financial aid director.

### *Tasks*

- Support may include, but is not limited to:
  - Coaching staff through daily financial aid processing, awarding, and disbursement
  - Reviewing policies and procedures for compliance
  - Providing guidance on questions about financial aid administration
  - Supporting required reconciliation activities
  - Assisting with development of office materials and presentations

### *Deliverables*

- Access to a consultant who will support staff in financial aid administration

### Part 2: Weekly Review

The consultant will provide a weekly report summarizing interactions from the preceding week, identifying any unresolved issues, and providing recommendations. The consultant will meet each Monday morning via videoconference with key campus officials to review the report. The report and meeting will provide the consultant with the opportunity to share regular information with the institution regarding the financial aid office's performance and will identify any areas that require additional assistance and support.

### Part 3: Limited On-Site Consultation

Though the consultant is confident that parts 1 and 2 of this proposal will provide the needed leadership and accountability for the financial aid office during the consultation period, should a critical need arise, the consultant will travel to campus and provide limited on-site consultation based on availability. The school must provide the consultant at least two weeks' notice before an on-site visit will occur.

### **Blue Icon Advisors Team**

Tammy Harrison, Senior Consultant

You may read more about our team members and their qualifications online:

[https://www.nasfaa.org/blueicon\\_team](https://www.nasfaa.org/blueicon_team).

### **Timeline**

Remote leadership assistance would begin March 1, 2020 and conclude March 31, 2020.

### **Blue Icon Advisors (the Consultant) Responsibilities**

The Consultant will provide the following:

- A highly-qualified Primary Consultant to execute and oversee the project.
- A record of time spent on the project for Institution's review and verification.
- A final report summarizing the engagement.
- The backing of NASFAA's experience as a trusted advisor to the financial aid community for over 50 years.

### **Institution Responsibilities**

The Institution will provide the following, as applicable for the work:

- Time and personnel to facilitate the project.
- Demographic and/or other pertinent data by the deadline dates established by the Primary Consultant.
- Prompt responses to the Primary Consultant's inquiries.
- Time with staff to schedule meetings and other interviews.
- Time for the financial aid staff to complete an online employee assessment, if included in the scope of work.
- Adequate workspace and meeting space for the Primary Consultant, if an on-site visit is included in the scope of work.
- Access to all software systems and a laptop for the consultant to perform the tasks..

### **Materials and Limited Rights**

Blue Icon will provide the Institution with an electronic copy of the relevant project materials (e.g. training documents, project templates). The Institution may, at its own expense, provide participants with paper copies if it chooses. The school may share the electronic or print version of the materials with current employees and future employees once they begin employment. The institution agrees not to distribute materials to anyone who is not an active member of the staff at the time the materials are shared. Permission to share materials outside of the institution must be obtained in writing from Blue Icon Advisors.

## Terms and Fees

*Consulting Agreement:* Prior to project launch Blue Icon Advisors will provide a Consulting Agreement for the Institution's review and approval.

*Term:* The project will commence when Blue Icon Advisors receives a ratified Consulting Agreement, along with initial payment, and will advance according to the project timeline furnished immediately after project launch.

## Payment Schedule

The fee will be a blended rate of \$125 per hour, invoiced monthly. Travel time to and from the institution, if needed for special on-site projects, will be billed at \$62.50 per hour.

## Glossary

*Consultant Materials:* pre-existing work or materials owned by the Blue Icon Advisors LLC or NASFAA and non-transferrable to the Institution. The Consultant Materials may include:

- NASFAA and Blue Icon training materials. This includes a prohibition on:
  - Recording or simulcasting all or any part of the training.
  - Sharing photos of the training on the Internet (e.g. social media, public website).
  - Sharing the electronic training materials with others who are not active employees at the institution.
- NASFAA Standards of Excellence review program worksheets.
- Student surveys created and compiled by NASFAA and Blue Icon.
- Staff surveys created and compiled by NASFAA and Blue Icon.

*Primary Consultant:* The Institution's main contact during the project.



**CONSULTING SERVICES AMENDMENT**  
**March 23, 2020**

**This Amendment is to the Standard Payable Agreement between the University of Tennessee (“University”) and Blue Icon Advisors (“Blue Icon”), which Contract was entered into on October 22, 2019 (UT Contract # 9500084949, as amended by #9500086895, and further amended on February 28, 2020 by #9500088933).**

**BE IT KNOWN** that the undersigned parties, for good consideration, agree to the amendments outlined below. These changes shall be as valid as if part of the original agreement.

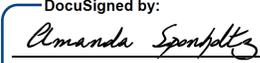
This document amends the “Financial Aid Consulting: Remote Support in Preparation for New Leadership” proposal signed on February 28 to:

- Increase the remote support/interim leadership hours from 16 hours per week to 32 hours per week;
- Extend the ending date in from March 31, 2020, to June 30, 2020.
- Increase the maximum liability in section B(1)(i) from \$145,000 (as amended on January 2, 2020, via signed addendum) to \$201,000.

No other terms or consideration of the original contract are negated or changed as a result of this addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

Blue Icon Advisors LLC

By:  Date: 3/25/2020 | 12:15:00 PDT  
Amanda Sponholtz, Director of Operations

University of Tennessee

By:  Date: 3/25/2020 | 12:02:58 PDT  
Signature of Authorized Individual

Name: Anthony A. Ferrara  
Sr. Vice Chancellor for Finance & Administration / CFO

NASFAA  
1801 Pennsylvania Ave., NW, Suite 850  
Washington, DC 20036-3606  
202-785-0453



## CONSULTING SERVICES AMENDMENT 1

June 24, 2020

This Amendment is to the Standard Payable Agreement between the University of Tennessee (“University”) and Blue Icon Advisors (“Blue Icon”), which Contract was entered into on October 22, 2019 (UT Contract # 9500084949, as amended by #9500086895, #9500088933, and 9500089471).

BE IT KNOWN that the undersigned parties, for good consideration, agree to the amendments outlined below. These changes shall be as valid as if part of the original agreement.

This document amends the “Financial Aid Consulting: Remote Support in Preparation for New Leadership” proposal signed on February 28, 2020, and amended on March 23, 2020, to:

- Extend the ending date for remote support from June 30, 2020, to August 31, 2020.
- Increase the hourly rate of the interim director to \$130 per hour beginning July 1.
- Increase the maximum liability in section B(1)(i) from \$201,000 (as amended on March 23, 2020, via signed addendum) to \$245,000.

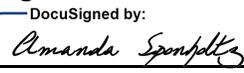
No other terms or consideration of the original contract are negated or changed as a result of this addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

*University of Tennessee Health Science Center*

Signature	Date
DocuSigned by:  <small>64F12EDA98B0463...</small> Anthony A. Ferrara, Sr. Vice Chancellor of Finance and Administration / CFO	6/26/2020   13:10:27 PDT

*Blue Icon Advisors, LLC*

Signature	Date
DocuSigned by:  <small>3D0D7A10A6964D3...</small> Amanda Sponholtz, Director of Operations	6/29/2020   08:02:05 PDT

*Trusted Advisors to the Financial Aid Community.*

**NASFAA**  
 1801 Pennsylvania Ave., NW, Suite 850  
 Washington, DC 20036-3606  
 202-785-0453